

VOLUME IV

TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1964

No. 296

**THE GOODYEAR TIRE & RUBBER COMPANY,
PETITIONER,**

vs.

FEDERAL TRADE COMMISSION.

**ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT**

**PETITION FOR CERTIORARI FILED JULY 17, 1964
CERTIORARI GRANTED DECEMBER 14, 1964**



VOL. IV, pp. 2375 to 3126

In the

United States Court of Appeals

For the Seventh Circuit

No. 13339

**THE GOODYEAR TIRE & RUBBER
COMPANY,**

vs.

FEDERAL TRADE COMMISSION,

Petitioner,
Respondent.

*Petition to Review and Set
Aside Order of the Fed-
eral Trade Commission.*

JOINT APPENDIX.

INDEX.

Summary of proceedings below.....	1
Amended Complaint	5
Answer of Goodyear Company.....	13
Answer of Goodyear Company, Inc.....	19
Answer of Atlantic to Complaint as amended by order of May 21, 1956.....	26
Order sustaining Interlocutory Appeal.....	35
Motion of Goodyear Company and Goodyear Com- pany, Inc., to withdraw issues and to strike evidence	38
Answer in opposition to motion, etc.....	39
Order denying motion to withdraw issues and to strike evidence	45
Interlocutory Appeal of Respondents.....	46
Answer in opposition to Interlocutory Appeal.....	61
Order denying Interlocutory Appeal	88
Order on motion to strike evidence.....	90
Initial Decision	94
Final Order	114
Opinion of the Commission.....	118
Petition for Review	188

TRANSCRIPT OF PROCEEDINGS.

Admissions of Respondents	199
Documents marked for identification.....	203
Offer of exhibits.....	219, 237, 393, 441, 459, 482, 601
Colloquy	223, 248, 1432, 2369
Stipulation re testimony of Atlantic personnel.....	366
Stipulation re Atlantic testimony.....	415
Stipulation re Goodyear testimony.....	447, 512

Vol. I, pages 1 to 352; Vol. II, pages 353 to 1610; Vol. III, pages 1611 to 2373;
Vol. IV, pages 2375 to 3126; Vol. V, pages 3127 to 3679.

Data re three marketing areas.....	468
Stipulation re Warren and Hunterdone Counties in New Jersey	2342
Stipulation re Gay testimony.....	2343
Statement of Crawford Bryant.....	2347

WITNESSES FOR THE COMMISSION.

Testimony of:

Balloran, Francis J.....	771
Best, Rolland C.....	1208
Blumenthal, David B.....	306
Booz, Elmer H., Jr.....	757
Chambers, John	257
Colby, William	874
Connell, Conrad	709
Drennan, Robert B.....	931
Duboff, Myer	533
Edrington, Russell H.....	1298
Edwards, William E.....	1308
Franks, William Lee	789
Ferguson, Richard	882
Freeland, Edgar D., Jr.....	1244
Govoruhk, Nicholas	1051
Hayes, Sherman	869
Heald, Felix B.....	802
Heller, Edward C.....	499
Hill, George J., Jr.....	488
Hinderscheid, W. F.....	571, 687
Hoffman, Jack	291
Hooper, James	1257
Huether, Lewis A.....	1252
Iacona, Aniello L.....	637
Johnson, Tyler L.....	743

Kernaghan, Thomas J.....	669
Kevis, Douglas W.....	312
Lang, Elmer	1220
Lanza, Michael Thomas	853
Marabella, Joseph	815
Matthews, James	554, 604
McCandless, Robert H.....	695
McIntire, James L.....	905
McMaster, Joseph B.....	1109
Migan, John J.....	1150
Myers, James M., Jr.....	939
Norris, Oster	1145
Osborn, Samuel Kriete	962
Pollock, Isidore Jack	660
Roettger, E. Edmond G.....	1036
Sander, Homer August	1293
Savage, Eugene	1160
Scheiner, Joseph	1279
Smith, William C.....	1011
Vick, John J.....	677
Walker, George Stanley Drew	896
Wetzel, Glenn L.....	320

WITNESSES FOR RESPONDENT.

Testimony of:

Buongiorno, Frank R.....	1611
Carlson, Robert O.....	1888
Cary, Reuben	2188
Colley, Dwight T.....	2348
Cooley, Russell E.....	1583
Connelly, Joseph M.....	2154
Detwiler, Charles K.....	2083
Elko, Donald	1939

Gaestel, Wilbur D.	1815
Gloth, Israel	2027
Godino, Alfred	1925
Grossman, Sam	1740
Hathaway, Holland M.	1474, 1555
Hayes, Thomas A., Jr.	2114
Jones, Thomas E.	1970
Klein, Robert	2139
Lott, Charles Henry	1772
Luongo, Rudolph N.	1963
Mann, Isadore	1952
Mapes, August	1791
Marino, Joseph A.	1751
Maseyko, George Paul	1667
McCarthy, Harold F.	2043
Molinaro, Dominic, Jr.	2068
Mulholland, Richard G.	2300
Munch, Edward B.	1550
Provost, Robert C.	1932
Rhoades, O. Harris	2169
Ringenary, Edward	1909
Shafer, Albert H.	2208
Snow, Edward L.	2061
Thomas, Richard D.	1565
Vayda, Albert J.	2136
Walsh, Charles A., Jr.	2248
Wash, Joseph J.	1720
Way, William L.	2147
Wright, Harry W., Jr.	1686
Wyckoff, Charles P.	1705
Zarella, George	2046

COMMISSION EXHIBITS.

- 1 A-C—Letter, January 19, 1948, from J. S. Parks to Goodyear, with attached sheets.....2375
- 2—Letter, February 27, 1948, from S. A. Gaylord to J. S. Parks.....2378
- 3—Letter, March 29, 1948, from J. S. Parks to S. A. Gaylord.....2379
- 3 A—Letter, April 6, 1948, from S. A. Gaylord to J. S. Parks2380
- 4—Letter, May 4, 1949, from S. A. Gaylord to S. J. Heideman.....2381
- 5—Goodyear inter-office memorandum, August 29, 1949, from S. A. Gaylord to J. E. Mayl, et.al...2383
- 6—Letter, May 23, 1950, from S. J. Heideman to Sam Gaylord2385
- 7—Letter, May 23, 1950, from S. J. Heideman to E. R. Cox, Jr., et al.....2387
- 8—Letter, May 25, 1950, from S. A. Gaylord to S. J. Heideman2388
- 9—Document, undated and unsigned, commencing "Here, then, are the important reasons for the company's preference for the Goodyear program:"2389
- Document, undated and unsigned, with heading "Conference of Atlantic and Goodyear Personnel in Connection with The Introduction of The Goodyear Commission Plan"2393
- 11—Document, undated and unsigned, with heading "Goodyear—Atlantic Program Experimental"2395
- 12—Letter, June 12, 1950, from A. R. Sanborn to Atlantic Dealers and Atlantic Petroleum Distributors2397

13—Letter Agreement, June 1, 1950, from Goodyear to Atlantic, with Exhibit A attached.....	2398
14—Letter, July 5, 1950, from S. A. Gaylord to S. J. Heideman.....	2403
15—Memorandum, August 2, 1950, from S. A. Gaylord to L. W. Baker	2404
16—Letter Agreement, April 3, 1951, from D. T. Colley to Victor ^o Holt, Jr.....	2406
17—Letter, June 16, 1950, from S. A. Gaylord to S. J. Heideman	2408
18—Memorandum, July 25, 1950, from J. W. Basista to S. A. Gaylord.....	2410
19—Letter, November 2, 1950, from S. A. Gaylord to S. J. Heideman.....	2412
20—Letter, June 29, 1950, from S. A. Gaylord to S. J. Heideman.....	2413
21—Letter, July 10, 1950, from S. J. Heideman to S. A. Gaylord	2415
22—Letter, January 23, 1951, from J. W. Basista to S. J. Heideman	2416
23—Undated memorandum by S. A. Gaylord with heading "Oil Company Sales Material 1950 Advance Information—Details to Follow"....	2417
24—Goodyear confidential intra-company memorandum, undated, from S. A. Gaylord to seven District Managers	2419
25—Document, undated and unsigned, with heading "Proposed Outline of Meeting Atlantic-Goodyear Sales Organization Meeting"	2429
26—Document, undated and unsigned, with heading "Suggested Atlantic-Goodyear Introductory Dealer Meeting"	2430

- 27—Document, undated and unsigned, with heading
“Goodyear District Manager Presentation
(Atlantic Dealer Meeting) Outline”2431
- 28—Document, undated and unsigned, with heading
“The Atlantic Refining Company Sales Per-
sonnel Territory Assigned to Goodyear”.....2432
- 29—Document, undated and unsigned, addressed to
Atlantic dealers and Atlantic, Petroleum Dis-
tributors with heading “(Sample of Atlantic
Letter to Dealers, Etc.)”.....2435
- 30—Document, undated and unsigned, with heading
“Atlantic-Goodyear Sales Organization Meet-
ing Props and Meeting Materials”.....2436
- 31—Document, undated and unsigned, with heading
“Goodyear Introductory Package for Atlantic
Dealers”2437
- 32—Inter-Office Communication, February 28, 1951,
from W. E. Blank, attention of L. A. Knight..2438
- 33—Memorandum, March 12, 1951, from G. L. Wright
to District Operating Managers2439
- 34 A-D—Memorandum, March 12, 1951, from H. E.
Ammerman to H. F. Aul, et al., with attach-
ments2441
- 35—Letter, May 1, 1951, from S. A. Gaylord to S. J.
Heideman2445
- 36—Letter, May 7, 1951, from W. C. Hoffman to S. A.
Gaylord2446
- 37—Letter, May 28, 1951, from S. J. Heideman to
S. A. Gaylord2447
- 38—Letter, June 1, 1951, from S. A. Gaylord to S. J.
Heideman2448

39—Document, March 1, 1951, unsigned, with heading "Plan for Handling Adjustments for Atlantic Dealers on Exide Batteries to be Replaced with Firestone Batteries"	2449
40 A-B—Letter, February 9, 1951, from S. J. Heide- man to J. E. Mayl, with enclosure	2451
41 A-E—Goodyear Form G-1209, with descriptive note	2453
42 A-B—Goodyear Form G-1204, with descriptive note	2458
43 A—Goodyear Form G-1201, with descriptive note	2459
44 A-B—Goodyear Form G-1208, with descriptive note	2460
44 C—Goodyear Form G-1207	2461
44 D—Goodyear Form B-91	2462
44 E—Goodyear Form B-61 (11-54), Associate Dealer Agreement	2463
44 F—Goodyear Form G-110 (1-51), Service Station Agreement	2464
44 G—Goodyear Form G-110 (5-56), Service Station Agreement	2465
45 A-B—Goodyear Form B-80, with descriptive note	2466
46 A—Memorandum, March 7, 1951, from S. A. Gay- lord to J. E. Mayl	2467
47 A-B—Letter, April 26, 1951, from J. P. Miller to R. S. Zinn, et al.	2469
47 C-D—Goodyear Sales Department Instructions, May 31, 1951	2472
47 E—Form of Lee-Atlantic Tire Guaranty, with date 9/30/50	2475

48 A-F—Transmittal note from W. C. Hoffman to S. A. Gaylord, with four pages numbered 2-5 dated June 29, 1951, designated as Goodyear T. B. A. Bulletin #22 and page with heading "The Atlantic Refining Company Progress Through June 25, 1951"	2477
49—Letter, July 31, 1951, from S. J. Heideman to S. A. Gaylord	2484
50—Letter, August 6, 1951, from S. A. Gaylord to S. J. Heideman	2485
51—Letter, August 7, 1951, from J. W. O'Neill to S. J. Heideman	2487
51 A—Goodyear Form A98101L, "Request for Identification Field Service"	2489
52—Goodyear Tabulation, "Summary of Sales and Commissions Covered by the Sales Commission Plan Atlantic Refining Company"	2491
53—Summary of Sales and Commissions covered by the Sales Commission Plan	2492
54—Goodyear Tabulation, "Dollar Volume of Sales to Atlantic Accounts Upon Which Commissions Were Paid, and the Amounts of Such Commissions, 1951, 1952 and the First Six Months of 1953"	2493
55—Goodyear Tabulation of TBA Volume of Commissions to Various Oil Companies, 1951, 1952 and the First Six Months of 1953	2493
56—Memorandum, August 3, 1951, from F. W. McConky, Jr. to S. A. Gaylord	2494
56 A—Memorandum August 2, 1951, from E. C. Saunter to F. W. McConky, Jr.	2495
57—Letter, August 9, 1951, from S. A. Gaylord to S. J. Heideman	2496

58—Letter, August 14, 1951, from S. J. Heideman to S. A. Gaylord	2497
59 A-E—Letter Agreement, January 1, 1950, from Goodyear to Shell Oil Company, with Exhibit A attached	2498
59 F-I—Letter Agreement, January 8, 1953, from Goodyear to Shell American Petroleum Company, with Exhibit A attached.....	2503
60—Memorandum, November 6, 1951, from R. G. Miller to J. A. Bailey.....	2508
61—Unsigned document, "Outline of Discussion The Shamrock Oil & Gas Corporation, Amarillo, Texas, Tuesday—November 27, 1951".....	2512
62 A-E—Letter Agreement, March 11, 1952, from Goodyear to The Shamrock Oil and Gas Corporation, with Exhibit A attached.....	2515
63—Letter, August 29, 1952, from Leo J. Wilmeth to R. G. Miller.....	2521
64 A-E—Letter Agreement, September 5, 1952, from Goodyear to Carter Oil Company, with Exhibit A attached	2522
65 A-C—Memorandum, September 5, 1952, from S. A. Gaylord to certain District Managers and Division Managers.....	2527
66 A-L—Copy of "The Carter Dealer", December 1952	2533
67 A-B—Unsigned letter, July 14, 1937, to Sherwood Brothers, Inc.....	2545
68 A-B—Letter Agreement, March 1, 1944, from Goodyear to Sherwood Brothers Incorporated	2547
68 C—Letter Agreement, December 21, 1955, from Sherwood Brothers Incorporated to S. A. Gaylord	2550

69—Letter Agreement, September 25, 1944, from Goodyear to Sinclair Refining Company.....	2551
70 A-C—Letter Agreement, October 1, 1947, from Goodyear to Sinclair Refining Company, with attachment	2554
71 A-D—Letter Agreement, May 1, 1952, from Goodyear to Mid-Continent Petroleum Corp., with Exhibit A attached	2558
72—Letter, January 15, 1952, from Victor Holt, Jr. to T. E. Fitzgerald.....	2563
73 A-B—Letter, June 20, 1953, from C. R. Mitchell to W. J. Wixson.....	2564
73 C—Letter Agreement, May 16, 1955, from Goodyear to Mid-Continent Petroleum Corporation	2568
73 D-G—Letter Agreement, May 16, 1955, from Goodyear to D-X Sunray Oil Company, with Exhibit A attached	2569
74 A-D—Letter Agreement, June 19, 1952, from Goodyear to The Frontier Refining Company, with Exhibit A attached.....	2573
75—Memorandum, June 12, 1952, from J. W. Basista to C. W. Thorp	2579
76—Letter, March 5, 1953, from J. W. Basista to Claude A. Weber	2581
76 A—Letter, December 9, 1954, from H. E. Armitage to Goodyear	2582
77 A-D—Letter Agreement, January 1, 1953, from Goodyear to Quaker State Oil Refining Corporation, with Exhibit A attached	2583
78 A-B—Document, undated and unsigned, with heading "Carter Oil Company T. B. A. Sales Potential".....	2588

79 A-F—Letter Agreement, January 26, 1955, from Goodyear to Anderson-Prichard Oil Corporation, with Exhibits A, B and C attached.....	2590
79 G—Letter, February 18, 1955, from E. K. Ketcham to Goodyear	2597
79 H-J—Unexecuted Letter Agreement dated August 9, 1949 from Goodyear to Ashland Oil & Refining Company, with attachment.....	2598
79 K—Letter, September 13, 1949, from Everett F. Wells to Sam Gaylord.....	2602
79 L—Letter, September 28, 1949, from S. A. Gaylord to E. F. Wells.....	2603
79 M—Letter, July 12, 1950, from W. E. Cameron to Don W. Detjen.....	2604
79 N-O—Memorandum, March 24, 1950, from S. A. Gaylord to H. E. Horster.....	2605
79 P-V—Document, unsigned, January 3, 1950, with heading "Special Account Instructions Ashland Oil & Refining Company, Inc., Ashland, Kentucky Sales Commission"	2608
79 W—Document, undated and unsigned, with heading "Goodyear Districts".....	2621
80 A-T—Goodyear Organization Charts	2623
80 U—Map entitled "Goodyear Regions & Districts"	2643
81 A-F—Atlantic Organization Charts	2644
82 A-C—Outline Maps of Atlantic Marketing Regions—Philadelphia-New Jersey Region, New York Region, New England Region.....	2650
83 A-C—Outline Maps of Atlantic Marketing Regions—W. Penna. Region, E. Penna. Region, Southern Region	2653

84 A-C—Description of Atlantic's Domestic Marketing Regions and Customer Classifications, August 21, 1952	2657
85 A-B—Atlantic Lease Form B/3191, 6/49	2660
86 A-B—Atlantic Lease Form, B/3191, 4-52	2664
87—Atlantic Form B-3191B, 4-52, Atlantic Franchise Agreement	2669
88—Atlantic Form B-3191-A, 12/48, "Equipment and Apparatus Inventory—Class 2 Station"	2672
88 A1-2—Atlantic Form B-3191, 7/56, Dealer Lease	2672
88 A-3—Atlantic Form B-3191-D, 7/56, Attachment to Lease Form B-3191	2678
88 B—Mimeographed Atlantic Form beginning "When you lease an Atlantic service station * * *"	2679
88 C—Atlantic Form B-3191-A, 10/54 "Equipment and Apparatus Inventory, Class 2 Station" ..	2680
88 D—Atlantic Form B-3105, 8/53, Atlantic Agreement for Purchase of Automobile Lubricants ..	2681
88 E1-2—Atlantic Lease Form B-3191Y, 5/55	2683
89—Atlantic Form B-3194, 10/50, Atlantic Credit Card Agreement	2689
89 A—Atlantic Form B-3194, 2/53, Atlantic Credit Card Agreement	2690
90 A-B—Atlantic Form B-3107A, 11/50, Atlantic Equipment Loan Agreement	2692
90 C-D—Atlantic Form B-3107A, 7/55, "Bailment Agreement"	2697
91—Atlantic Form B-3105, 10/50, Atlantic Agreement for Purchase of Automotive Lubricants ..	2702
92 A-B—Atlantic Form B-3121, 2/51, Atlantic Agreement for Purchase of Automotive Lubricants ..	2704
93—Atlantic Form of "Commission Agreement"	2708

94 A-D—Atlantic Form of “Commission Dealer Agreement”	2711
95 A-C—Atlantic Form B-3143, 4/52, “Authorized Distributor’s Agreement”	2715
95 D-F—Atlantic Form B-3143, 8/54, “Authorized Distributor’s Agreement”	2721
96—Atlantic Form B-3119, 10/50, “Authorized Distributor’s Agreement”	2727
96 A—Atlantic Form B-3119, 11/53, “Authorized Distributor’s Agreement”	2730
97—Atlantic Form B-42, 6/50, “Loaned Equipment Contract”	2733
97 A—Atlantic Form B-42, 8/53, “Loaned Equipment Contract”	2735
98 A-G—Atlantic Form of Distributor Contract....	2737
98 H-L—Document Form of “Atlantic Commission Distributor Consignment Agreement”, with rider	2743
98 M-Q—Atlantic Form of “Commission Agent Consignment Agreement”, with rider.....	2749
98 R-T—Atlantic Form B-3137 J. L. 1M, 11/46, “Bulk Sales Agreement”	2754
98 U-V—Atlantic Form B-3188, 7/56, “Contract Sales Agreement Trained Dealers”.....	2759
98 W-X—Atlantic Form entitled “Contract Sales Agreement”	2762
99—Letter, January 19, 1948, from J. S. Parks to Goodyear, et al.....	2764
101 A-Z 20—Document dated May 1949, entitled “T. B. A. Study”	2765
101 Z 21-Z 27—Document entitled “Gasoline Dealer Survey Classification Data”	2791
102 A-D—Memorandum, August 22, 1949, from K. M. Ford to T. E. Kelly with attachments.....	2801

104 A-C—Copy of Letter Agreement, March 30, 1950, from Firestone to Atlantic.....	2807
105 A-B—Letter Agreement, January 12, 1954, from Firestone to Atlantic	2810
105 C—Letter Agreement, November 3, 1954, from Atlantic to Firestone.....	2813
106 A-B—Letter Agreement, April 20, 1951, from At- lantic to Firestone	2814
121 A-D—Unsigned Letter Agreement, July 10, 1950 from Goodyear to Atlantic with attachment..	2816
122—Letter, July 5, 1950, from S. A. Gaylord to S. J. Heideman	2821
123—Letter, November 8, 1950, from S. J. Heideman to S. A. Gaylord	2822
124—Letter, November 29, 1950, from S. A. Gaylord to S. J. Heideman	2823
125—Letter, December 14, 1950, from S. J. Heideman to S. A. Gaylord	2824
126 A-B—Letter Agreement, April 3, 1951, from At- lantic to Goodyear	2825
126 C—Letter Agreement, July 7, 1954, from Atlantic to Goodyear	2827
126 D—Letter Agreement, September 15, 1954, from Atlantic to Goodyear	2828
127 A-H—Documents dated May 31, 1950 with head- ing, "Atlantic Refining Company-Sales Com- mission"	2829
128 A-B—Unsigned letter, May 10, 1950, to F. M. Neall	2842
129—Atlantic inter-office letter, May 17, 1950, from F. M. Neall to D. T. Colley.....	2844
130 A-G—Memorandum, June 16, 1950, from S. J. Heideman to Accounting with three attached memoranda	2845

131—Atlantic inter-office letter, July 26, 1950, from T. B. A. Section to W. J. Jackson.....	2852
132—Atlantic inter-office letter, August 2, 1950, from R. Borden to B. M. Boor, et al.....	2853
133—Atlantic inter-office letter, June 12, 1950, from E. D. Walter to all Sales Personnel, Phila- delphia and New Jersey Region.....	2854
134—Undated Atlantic document beginning: "Re- cently you have been introduced to a new plan for the marketing of Tires, * * *".....	2857
136 A-E—Atlantic inter-office letter, March 21, 1951, from S. J. Heideman to D. T. Colley with at- tachment.....	2859
137 A-E—Document entitled "Duties of the Dealer Salesman".....	2865
138—Unsigned memorandum, June 25, 1951, to F. M. Neall.....	2871
139 A—Excerpt from Memorandum, January 15, 1952, to Dr. A. B. Hersberger.....	2872
140—Letter, May 3, 1951, from M. G. Davis to S. J. Heideman.....	2873
140 A-C—Three Atlantic Forms B-139, 10/51, Deal- ers' Credit Card Sales Slips.....	2875
141—Letter, May 10, 1951, from W. C. Hoffman to M. G. Davis.....	2879
142—Letter, June 20, 1951, from M. G. Davis to W. C. Hoffman.....	2880
143—Letter, July 9, 1951, to William Stockton.....	2881
144—Atlantic inter-office letter, November 13, 1951, from W. Stockton to S. J. Heideman.....	2882
145—Atlantic inter-office letter, June 18, 1952, from S. J. Heideman to William Stockton.....	2883

145 A-D—Memorandum, February 11, 1952, from R. M. Taitt to William Stockton with attachment	2884
146 A-B—Document entitled "Staff meeting held 7/14/52"	2887
147—Document entitled "The Atlantic Refining Company Annual Report for the Year Ending December 31, 1951, dated March 12, 1952, pp. 12-13"	2889
148—Unsigned Atlantic inter-office letter, February 27, 1951, to E. R. Cox, Jr.	2890
149—Atlantic form letter, March 1, 1951, entitled "T. B. A. Program"	2891
150—Atlantic form letter, March 1, 1951, entitled "A Statement of Atlantic's T. B. A. Policy" ..	2892
151—Letter, March 26, 1951, from R. M. Taitt to C. Connell	2893
152—Atlantic form letter, to Atlantic Dealers and Atlantic Petroleum Distributors, beginning "Here is the most important T. B. A. news * * *"	2894
154—Letter, January 18, 1951, from R. W. Reed to S. M. Neall, et al.	2895
155 A-H—Document entitled "1951 Sales Plan New York Region Basis"	2896
155 I—Document entitled "1951 Sales Plan New York Region—Appendix C"	2902
155 J—Document entitled "1951 Sales Plan—Report of Progress—Appendix D"	2903
155 L—Document entitled "Appendix E"	2905
155 M—Document entitled "Summary of Results" ..	2906
156—Document dated January 5, 1951 entitled "Station Modelization Policy"	2907

157—Unsigned letter, February 21, 1951, to G. V. Ostrander	2908
158—Atlantic inter-office memorandum, January 26, 1951, from T. E. Estlow to S. J. Heideman....	2909
159—Letter, March 28, 1951, from S. J. Heideman to S. A. Gaylord	2911
160 A-P—Letter, June 5, 1951, from W. J. Jackson to W. C. Hoffman, with attachments.....	2912
160 Q-Y—Document entitled "Goodyear Associate Dealers—New Jersey"	2927
161—Unsigned letter, July 30, 1951, to W. J. Jackson	2936
161 A-B—Document bearing two columns headed "Location" and "Reason"	2937
162—Atlantic inter-office memorandum, August 20, 1951, from W. J. Jackson to F. C. Bowman....	2939
163—Letter, August 21, 1951, from S. J. Heideman to S. A. Gaylord	2940
164—Letter, August 24, 1951, from J. W. Basista to S. J. Heideman	2942
165—Letter, August 29, 1951, from J. W. O'Neill to S. J. Heideman	2943
165 A—Letter, August 28, 1951, from A. P. DeWolf to J. O'Neill	2944
166—Letter, October 11, 1951, from J. W. O'Neill to S. J. Heideman	2945
167—Letter, October 15, 1951, from J. W. O'Neill to S. J. Heideman	2946
167 A-M—Handwritten document entitled "Refusals"	2947
168—Atlantic intra-company letter, October 17, 1951, from W. C. Hoffman to L. K. Maisel.....	2958
169—Atlantic intra-company letter, October 17, 1951, from W. C. Hoffman to M. G. Davis.....	2959

170 A-F—Atlantic inter-office letter, October 24, 1951, from W. C. Hoffman to W. J. Jackson, with attachment	2960
171 A-D—Atlantic intra-company letter, October 24, 1951, from W. C. Hoffman to M. G. Davis, with attachment	2968
172 A-B—Atlantic intra-company letter, October 24, 1951, from W. C. Hoffman to L. K. Maisel, with attachment	2973
173—Atlantic intra-company letter, July 17, 1951, from W. C. Hoffman to M. G. Davis.....	2975
173 A-E—Memorandum from S. J. Heideman to J. O. Estlow, <i>et al.</i> , June 1, 1951, with attachment ..	2975
174—Atlantic intra-company letter, September 7, 1951, from M. G. Davis to S. J. Heideman	2982
175—Atlantic intra-company letter, July 19, 1951, from L. K. Maisel to S. J. Heideman	2983
176—Atlantic document signed S. J. Heideman, April 25, 1952, with heading "Goodyear T. B. A. Bul- letin #17"	2984
177—Letter, August 20, 1951, from S. A. Gaylord to S. J. Heideman	2985
178—Letter, August 24, 1951, from W. C. Hoffman to S. A. Gaylord	2986
179 A-I—Document entitled "Goodyear Program— Minutes—Goodyear T. B. A. Coordinators' Meeting October 12, 1951, Syracuse, N. Y." ..	2987
179 J—Form entitled "Atlantic Goodyear Accounts" ..	3002
179 K—Document beginning "Petroleum Representa- tive—(Review and Recommendation)."	3002
180—Atlantic intra-company letter, May 13, 1952, from L. E. Card to S. J. Heideman	3004
181—Letter, May 19, 1952, from W. C. Hoffman to J. W. O'Neill	3005

182—Letter, May 29, 1952, from J. W. O'Neill to W. C. Hoffman	3006
183—Document entitled "Internal Correspondence", dated May 1, 1952, from W. J. Butler to S. J. Heideman	3007
184—Document entitled "Distribution Flow Chart on Commission Plan Tires, Tubes & Batteries"	3009
193—Handwritten chart entitled "Atlantic T. B. A. Marketing 1949 Through 1951"	3011
198 A—Tabulation entitled "Final T. B. A. Sales—June, 1950"	3013
198 B—Tabulation entitled "Sales Comparison—Month of June 1950 vs. 1949"	3015
199 A—Tabulation entitled "Final T. B. A. Sales—July, 1950"	3017
199 B—Tabulation entitled "Sales Comparison—Month of July 1950 vs. 1949"	3019
200 A—Tabulation entitled "Final T. B. A. Sales—August 1950"	3021
200 B—Tabulation entitled "Sales Comparison—Month of August 1950 vs. 1949"	3023
201 A—Tabulation entitled "Final T. B. A. Sales—September 1950"	3025
201 B—Tabulation entitled "Sales Comparison—Month of September 1950 vs. 1949"	3027
202—Tabulation entitled "Final T. B. A. Sales—October 1950"	3029
203 A—Tabulation entitled "Final T. B. A. Sales—November 1950"	3030
203 B—Tabulation entitled "Sales Comparison—Month of November 1950 vs. 1949"	3031
203 C—Tabulation entitled "Dollars Per Thousand Gallons of Gasoline Class 2 Dealers Cumulative July through November 1950"	3032

204 A—Tabulation entitled "Final T. B. A. Sales— December 1950"	3033
204 B—Tabulation entitled "Sales Comparison— Month of December 1950 vs. 1949"	3035
204 C—Tabulation entitled "Dollars Per Thousand Gallons of Gasoline Class 2 Dealers Cumulative July through December 1950"	3036
206—Letter, August 28, 1952, from D. T. Colley	3037
207—Letter June 24, 1955, from J. O. Estlow to all Atlantic dealers	3038
208—Document entitled "The Atlantic Refining Com- pany—Progress Through March 21, 1951"	3040
209—Document entitled "The Atlantic Refining Com- pany—Progress Through May 28, 1951"	3040
210—Document entitled "The Atlantic Refining Com- pany—Progress Through August 20, 1951"	3041
211—Document entitled "Atlantic Progress Report", October 29, 1951	3042
212—Document entitled "Atlantic Progress Report", December 24, 1951	3043
215 A-B—Atlantic Credit Card—1950	3045
216 A-B—Atlantic Credit Card—1951	3046
217 A-B—Atlantic Credit Card—1952	3047
218 A-B—Atlantic Credit Card—1953	3048
219 A-B—Atlantic Credit Card—1954	3049
220 A-B—Atlantic Credit Card—1955	3050
221 A-B—Atlantic Credit Card—1956	3051
222—Document entitled "Credit Card Guide—Atlan- tic" (960R-10M-6-50)	3052
223—Document entitled "Credit Card Guide—Atlan- tic" (1028-14M-1-51)	3053
226 A-H—Letter, July 7, 1950, from Paul Castleberry, Jr. to Atlantic with attachments	3054

227 A-K—Letter, August 18, 1950, from Assistant Controller, Atlantic to Goodyear with attachments	3062
228 A-K—Goodyear Forms G-1204 (3-50) with covering Form G-703 (2-42)	3073
247 A—Document entitled "Goodyear T. B. A. is a natural for plus sales and profits"	3084
247 B—Booklet entitled "Goodyear T. B. A. Plan" ..	3098
255—Letter, October 13, 1954, from A. R. Sanborn to G. B. Gason-Niebling	3127
256 A—Letter, September 20, 1954, from Leslie Geer to Albert J. Hoffman	3128
256 B—Letter, September 30, 1954, from Stanley W. Bradley to Atlantic	3129
256 C—Atlantic Form B-765, 11/53, "Mutual Consent of Cancellation"	3130
257 A—Letter, November 12, 1953, Atlantic to Aniello L. Iacona	3131
257 B—Letter, November 19, 1953, from Francis J. Catania to Atlantic	3132
257 C—Letter, November 25, 1953, from Atlantic Legal Department to Francis J. Catania	3133
258 A—Letter, May 22, 1956, from Leslie Geer to Thomas J. Policastro	3134
258 B—Letter, June 4, 1956, from Leslie W. Geer to Thomas J. Policastro	3136
259—Letter, July 5, 1956, from Atlantic to A. Bennett	3137
260—Letter, July 13, 1956, from Atlantic to R. L. Bisson	3138
261—Letter, October 21, 1955, from Atlantic to Charles Davis	3139
262—Letter, April 1, 1954, from W. F. van Haagen to Herman DeFelice	3140

263—Letter, February 21, 1956, from Atlantic to Leo F. DiMaio	3141
264—Letter, January 12, 1956, from Atlantic to Howard F. Hamblly	3142
265—Letter, April 1, 1954, from W. F. van Haagen to Lawrence E. Noel	3143
266—Letter, July 27, 1956, from R. P. Eldridge to J. B. Ouelette	3144
267—Letter, February 21, 1956, from Atlantic to Joseph S. Smith	3145
268 A—Letter, 5 November 1954, from Atlantic to Joseph D. Greco	3146
269—Letter, January 5, 1955, from W. J. McCambridge, Jr. to Duane Olthof	3147
270 A—Letter, 11 January 1955, from G. V. Ostrander to Messrs. Walter F. Pawloski and Matthew W. Kowalski	3148
270 B—Letter, 19 November 1954, from John S. Wall to Walter F. Pawloski and Matthew W. Kowalski	3149
271—Letter, 30 June 1954, from J. S. Wall to Kenneth S. Shaw	3151
272—Letter, 30 August 1954, from G. V. Ostrander to Joseph A. Stocco	3152
274—Letter, October 14, 1954, from A. P. Sanborn to John Chambers	3153
277—Letter, June 16, 1950, from W. F. Hinderscheid to S. J. Heideman	3153
278—Document, 3/7/51, entitled "Monthly Sales to Atlantic Refining Accounts in Newark District", from D. R. McAvoy to Mr. Hinderscheid, et al.	3155
279 A-D—Memorandum from H. K. Paxson to Mr. Hinderscheid, et al., with attachments.	3156

xxiv

280—Memorandum, February 16, 1951, from A. A. Garthwaite to Messrs. Brasaemle, et al.....	3160
281 A-B—Document entitled "Sales Meeting February 19, 1951"	3162
282 A-B—Letter, February 20, 1951, from W. F. Hinderscheid to all Atlantic dealers, with enclosed business reply card	3164
283 A-C—Letter, February 21, 1951, from A. G. P. Segur to Lee branch offices, with attachment. .	3167
284 A-B—Memorandum, February 26, 1951, from H. L. Pettingell to S. C. Iringer, et al.....	3171
285—Letter, March 5, 1951, from E. W. McCreary to E. M. Fiffick, et al.....	3174
286 A-B—Letter, March 5, 1951, from A. G. P. Segur to Regional Sales Managers and Branch Managers, with attachment	3175
287—Memorandum, March 16, 1951, from E. W. McCreary to J. A. Simpson, et al.....	3178
288 A-D—Memorandum, August 3, 1951, from W. S. Hinderscheid to Regional Managers and Branch Managers, with attachments.....	3179
289—Memorandum, August 6, 1951, from W. S. Hinderscheid to Regional Managers and Branch Managers	3184
290 A-I—Memorandum, August 6, 1951, with attachments	3185
291 A-C—Memorandum, October 23, 1951, from H. K. Paxson to Mr. Hinderscheid, et al., with attachments	3197
292 A-C—Memorandum, November 28, 1951, from H. K. Paxson to Mr. Hinderscheid, et al., with attachments	3200

XXV

294 A-B—Document entitled "Federal Trade Commission, Washington, D. C.", Statement of James B. Matthews	3203
295—Document entitled "Branches as of January 1, 1950"	3205
296—Document entitled "Lee Branches Set Up in Atlantic Refining Company Marketing Area Subsequent to January 1, 1950"	3205
297 A-B—Document entitled "Names and Positions of Lee Personnel Referred to in Items 1 to 19, Inclusive"	3206
298—Letter, June 15, 1950, from S. J. Heideman to C. Connell	3208
300 A-B—Memorandum, 12-14-50, from E. E. Stevenson to A. D. DeMott	3209
301—Letter, December 15, 1950, from J. S. Parks to The Electric Storage Battery Co.	3212
302—Letter, December 22, 1950, from C. Connell to J. S. Parks	3213
303—Memorandum, 1-4-51, from C. Connell to R. L. Sommerville	3214
304—Letter, February 5, 1951, from S. J. Heideman to C. Connell	3215
305 A-B—Memorandum, 2-14-51, from C. Connell to R. Whitehurst	3216
306 A-B—Excerpt from Memorandum, 2-22-51, from C. Connell to R. Whitehurst	3218
307—Letter, February 23, 1951, from J. S. Parks to The Electric Storage Battery Co.	3221
308—Letter, March 7, 1951, from C. Connell to J. S. Parks	3223
309—The Electric Storage Battery Co. inter-office memorandum, 3-13-51, from C. Connell	3224

310—Memorandum, 8/16/51, from R. L. Sommerville to C. Connell	3225
311—Memorandum, 10/3/51, from C. Connell to R. L. Sommerville	3227
314 A—Letter, June 26, 1957, from William P. Cairo to James S. Kelaher	3229
314 B—Document entitled "Exide Wholesale Distrib- utors by States and Cities, November 1, 1950"	3231
314 C—Document entitled "Exide Wholesale Distrib- utors by States and Cities July 15, 1951"	3239
314 D—Document entitled "Exide Wholesale Distrib- utors by States and Cities May 1, 1957"	3247
315 A-B—Letter, December 14, 1955, from Francis J. Ballaron to Dwight T. Colley	3269
328—Letter, April 5, 1948, John R. Sherwood to S. K. Osborne	3273
329—Certified copy of complaint in Osborn v. Sinclair Refining Company	3275
330—Certified copy of answer in Osborn v. Sinclair Refining Company	3298
331—Goodyear Form B-304 (11-56), "Goodyear Bat- teries Suggested Retail Prices"	3303
332—Goodyear Form B-308 (11-56), "Goodyear Bat- teries 352 Dealer Prices"	3305
333—Goodyear Form B-166 (10-51), "Goodyear Bat- tery Policy and Sales Program Effective Octo- ber 31, 1951"	3307
334—Memorandum of conversation on stationery of Bowers Battery and Spark Plug Co. beginning "Conversation—Mr. Nicholas J. Goyoruhk— * * *	3311
335—Baltimore Battery Co. Invoice No. 2376	3312
336—Baltimore Battery Co. Invoice No. 3201	3313

337—Baltimore Battery Co. Invoice No. 2361.....	3314
338—Statement of Goodyear Service Stores bearing the date "12/21" in the left hand column.....	3315
339—Goodyear Service Stores Invoice dated 12-27-55..	3316
340—Letter, October 22, 1954, from J. R. Sherwood to J. B. McMaster.....	3317
346—Newspaper advertisement of Plotkin's Tire Sales	3318
347—Letter, May 26, 1952, from Shell Oil Company to James W. Hooper	3319
348 A-B—Shell Form SR 1771-1 (Rev. 1/53), "Service Station Manager's Agreement".....	3320
349—Letter, June 2, 1954, from Shell Oil Company to W. E. Edwards	3327
350 A-B—Atlantic inter-office letter, January 6, 1948, to J. S. Parks	3328
351 A-L—Atlantic inter-office letter, June 22, 1948, to D. T. Colley, with attachments	3330
354—Atlantic inter-office letter, December 21, 1950, from C. F. Bergh to S. J. Heideman.....	3343
374—Document entitled "Number of Lessee & Con- tract Dealers on Dates Indicated by Re- gions"	3344
377—Tabulation entitled "Atlantic-Goodyear T. B. A. Sales by Class of Trade".....	3345
385—Memorandum, February 18, 1952, entitled "Re- port of Commissions March through November 1951"	3347
386—Document entitled "The Atlantic Refining Com- pany Sales—Northeast Division by Goodyear Districts March 1, 1951 through October 20, 1951"	3348
387—Atlantic inter-company letter, August 15, 1952, from R. W. Taitt to L. K. Maisel.....	3349

389 A-B—Document entitled "Products Eligible Under Sales Commission Plan"	3350
391 A-C—Document dated 10-21-55 entitled "Shell Oil Co.—Sales Commission"	3353
392 A-B—Letter, June 3, 1948, from R. C. Mueller to E. C. Flinn	3360
393—Goodyear intra-company memorandum, 7-8-48, from S. A. Gaylord to E. C. Flinn	3362
394 A-C—Goodyear document entitled "District Instruction No. 1086A", October 19, 1948	3363
395 A-B—Letter, December 19, 1951, from Butler Doolittle to C. H. Mead, Jr.	3369
396 A-H—Letter, October 9, 1950, from R. E. Sewell to O. E. Scholz, with attachments	3371
397 A-B—Letter, January 30, 1953, from J. W. Basista to George L. Switzer	3385
398 A-D—Letter, August 24, 1948, unsigned to Gibson	3389
399 A-C—Document entitled "Shell Oil Company Schedule 'A'—Part 2-3-4"	3393
400 A-S—Memorandum dated March 7, 1957 entitled "Re Docket No. 6486—List C—Goodyear", with attachments	3397
401—Document entitled "Distribution List for Sales Department Correspondence"	3413
402 A-M—Memorandum, December 31, 1952, from B. I. Edmonston, with attachments	3414
403 A-S—Document entitled "Various Types of Dealers", with attachments	3426
404 A-C—Sherwood Form SB-2833 500 9-51, "Bailment Agreement"	3433
405 A-B—Sherwood Form SB 118—3M—11-50, "Equipment Rental Agreement"	3444

xxix

406 A-B—Sherwood Form SB 2072-R 500 10-51, “Dealer Permit”	3451
407 A-D—Sherwood Form SB 1601-A—1M—8-51, “Service Station Lease”	3458
408—Document entitled “Amendment of Service Sta- tion Lease”	3467
409—Document entitled “Termination of Service Sta- tion Lease”	3469
410 A-B—Sherwood Form SB 106—3M—7-50, “Dealer Sales Agreement”	3470
411—Memorandum, March 10, 1953, from Fred D. McCauley to George B. P. Ward	3476
412 A-H—Document dated on first page 1-1-50, en- titled “Sherwood Bros., Inc., Baltimore, Md.— Sales Commission”	3476
413—Sherwood Form SB 2081-CS—(2500 6-46)	3490
414—Memorandum, March 28, 1944 to De Hoff	3493
415—Memorandum, March 29, 1944, McCauley to De Hoff	3494
416—Memorandum, March 29, 1944, McCauley to De Hoff	3497
417—Memorandum, March 21, 1944, McCauley to De Hoff	3498
418 A-B—Letter, July 13, 1944, from Fred D. Mc- Cauley to Ted Hardy	3500
419—Unsigned letter, July 27, 1944, to Butler Doo- little	3502
420 A-B—Letter, July 29, 1944, from Fred D. Mc- Cauley to John B. Mann	3503
421—Letter, August 19, 1944, from F. D. McCauley to Butler Doolittle	3506
422 A-B—Memorandum, November 2, 1944, from John R. Sherwood to Fred McCauley	3507

XXX

423 A-C—Letter, May 29, 1945, from Butler Doolittle to Fred McCauley	3510
424—Letter, June 6, 1945, from Fred D. McCauley to John D. Mann.....	3513
425 A-B—Letter, December 31, 1945, from Fred D. McCauley to John D. Mann.....	3515
426—Letter, January 15, 1946, from Fred D. McCauley to J. A. Lewin.....	3517
427—Letter, January 23, 1946, from Fred D. McCauley to John B. Mann.....	3519
428—Letter, March 6, 1946, from Fred D. McCauley to Paul Spahr	3520
429—Copy of letter, March 11, 1946, from A. W. Littleton to Miller Chevrolet Sales	3521
430 A-B—Memorandum, August 6, 1946, from John R. Sherwood to Mr. Lawson, with attachment....	3522
431—Unsigned Sherwood letter agreement dated July 30, 1946	3525
432—Letter, August 20, 1946, from John R. Sherwood to H. G. Harper.....	3526
433—Letter, June 3, 1947, from Fred D. McCauley to John D. Mann	3528
434 A-B—Letter, July 17, 1947, from Fred D. McCauley to Howard Landon, et al.....	3529
435—Report of Goodyear TBA Commissions by Agency Territories—Year 1947	3532
436—Report of Goodyear TBA Commissions by Agency Territories	3533
437—Letter, April 30, 1948, from H. W. Van Horn to Jackson Manufacturing Company.....	3534
438—Memorandum, September 23, 1947, from Fred D. McCauley to John Sause	3535

439—Letter, September 19, 1952, from G. R. DeHoff to all Betholine Sinclair Dealers Authorized to Honor Credit Cards.....	3536
440—Document entitled "CIC-Sales 1952".....	3537
441—Letter, August 23, 1948, from Butler Doolittle to Fred D. McCauley	3537
442—Letter, September 21, 1948, from H. W. Van Horn to Butler Doolittle	3539
443—Letter, September 3, 1948, from H. W. Van Horn to R. G. Crawford	3541
444—Letter, January 7, 1949, from H. W. Van Horn to J. A. Nelsen	3542
445—Letter, August 9, 1949, from H. W. Van Horn to all Betholine-Sinclair Dealers	3543
446—Memorandum, June 23, 1950, from Fred D. Mc- Cauley to Mr. Van Horn	3545
447 A-E—Letter, June 19, 1946, from Fred D. Mc- Cauley to Mrs. Mabel Harmon, with attach- ments	3546
448—Goodyear Form A98101L, "Request for Good- year Tires Identification Truck Service".....	3553
449—Memorandum, May 12, 1947, from Roland DeHoff to "Doc" Allen	3555
450 A-B—Letter, August 25, 1952, from H. W. Van Horn to Butler Doolittle.....	3555
451 A-B—Letter, January 6, 1950, from Fred D. Mc- Cauley to W. S. Martel.....	3557
452 A-B—Memorandum, January 2, 1948, from Fred D. McCauley to John Leimbach.....	3560
453—Letter, February 23, 1948, from Fred D. Mc- Cauley to Charles H. Hudgins.....	3562
454 A-B—Letter, February 29, 1948, from Fred D. McCauley to Charles H. Hudgins.....	3562

- 455—Handwritten Inter-Office Memorandum, March 5, 1948 from S. W. Holsinger to "Mac".....3565
- 456 A-B—Handwritten Inter-Office Communication, March 20, 1948, from L. J. Balling to F. D. McCauley3566
- 457—Document, dated Dec. 14, '51, entitled "Dealer TBA Survey"3568
- 458—Letter, April 25, 1952, from H. W. Van Horn to D. A. Hilleary3569
- 459—Memorandum, June 3, 1952, from Harry J. Weller to Mr. Jurgens3570
- 460—Tabulation entitled "Sherwood Brothers, Inc. Purchases Commissions, Resale and Own Consumption December and January 1 to December 31, 1944"3571
- 461 A-C—Memorandum, December 12, 1945, from Fred D. McCauley to John R. Sherwood, with attachments3572
- 462—Tabulation entitled "Sherwood Brothers, Inc. Purchases Commission, Resale and Own Consumption December and January 1 to December 31, 1945"3574
- 463 A-B—Letter, March 13, 1946, from John R. Sherwood to T. J. Beddingfield3575
- 464—Tabulation entitled "Sherwood Brothers, Inc. Purchases Commission, Resale and Own Consumption December and January 1 to December 31, 1946"3577
- 465 A-B—Letter, January 7, 1947, from John R. Sherwood to R. S. Wilson.....3578
- 466—Tabulation entitled "Sherwood Brothers, Inc. Purchases Commission, Resale and Own Consumption December and January 1, to December 31, 1947"3580

467—Memorandum, October 16, 1947, McCauley to DeHoff	3581
468—Memorandum, January 26, 1951, from Fred D. McCauley to G. R. DeHoff.....	3582
469—Document entitled "Total T. B. A. Volume sold to Betholine-Sinclair Dealers on Which We Receive Commission"	3583
470—Document entitled "Sherwood Brothers, Inc. Sales by Goodyear Districts January 1, 1952 through December 31, 1952"	3584
472—Sinclair Form 35 10 9-54, "Marketer Agreement"	3585
473—Sinclair Form 1800—25M—6-57, "Equipment Rental Agreement"	3596
474—Sinclair Form 1601-B—25M—10-57, "Station Lease"	3604
475—Sinclair Form 731-D—20M—10-57, "Refined Oil Sales Agreement-Dealer"	3615
476—Sinclair Form 2081—25M—5-57.....	3622
477—Sherwood Credit Identification Card 1954.....	3625
478—Sinclair Credit Identification Card 1957.....	3626
479—Document entitled "Agreement of Merger Between Sinclair Refining Company and Sherwood Brothers, Incorporated", dated as of December 7, 1955	3627
483—Document entitled "Federal Trade Commission, Washington, D. C.", statement of Russell E. Cooley	3639
484—Document entitled "Federal Trade Commission, Washington, D. C.", statement of Frank R. Buongiorno	3642

RESPONDENT'S EXHIBITS.

- 1—Atlantic Lease Form B-3191, 8-54, signed by John Chambers and J. O. Estlow3645
- 2—Atlantic Form B-765, 11/53, Mutual Consent of Cancellation, signed by John Chambers and J. O. Estlow3651
- 3—Letter, February 26, 1953, from Jack Pollock to The Atlantic Refining Company.....3652
- 4—Atlantic Form B-765, 11/53, Mutual Consent of Cancellation, signed by Elmer H. Booz, Jr. and J. O. Estlow.....3653
- 20—Atlantic booklet entitled "TBA Program".....3654
- 31 A-F—Document entitled "Policy Long Term Dealer Lease", with attachments.....3672

1523

COMMISSION EXHIBIT NO. 1A.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

January 19, 1948.

File: JSP-Tires

Goodyear Tire & Rubber Co.,
Akron, Ohio.

Attention: Mr. S. Gaylord.

Gentlemen:

Our Sales Department Management has requested of us a complete exploration of the tire manufacturers to determine at this time what interest you may have in the sale of your tires and tubes through Atlantic outlets. In our study to determine whether any change in present arrangements may be desirable, we wish to consider your propositions on first line, second line, and private brand, or as many of these lines as you merchandise.

To assist you in preparing your quotations, we give you on sheet #1 information we believe may be helpful. All of this data pertains to what we have to offer.

On sheet #2 attached we detail information we believe is needed to properly evaluate any deal you may propose. Some of our questions may be considered by you as confidential information. We assure you your answers will be held in strict confidence. You may wish to augment your story with further information as to why you believe your deal would best suit Atlantic's needs. The more complete your preparation of your proposition the better it will be considered.

Should our account be of interest to you, please forward in writing, in duplicate, your best proposition. Quotations should reach us at your earliest possible convenience. After we have an opportunity to digest your offering it is likely we shall wish to discuss details in a conference to be later arranged.

Thank you very much for your attention to the above.

Yours very truly,

J. S. Parks

Purchasing Agent.

JSP:R

1525

COMMISSION EXHIBIT NO. 1B.

Sheet No. 1.

Estimated Annual Requirements

Passenger Tires	300,000
Truck Tires	40,000
Tubes	70% of above figures

Approximate Number of Retailers Served 6500

Approximate Number of Wholesalers Served 200

Approximate Number of Warehouses Served 45

Approximate Number of Warehouses Taking Carload Deliveries 3

Percentage of Volume on Carload Delivery 30%

Number of Salesmen 350

Number of T.B.A. Specialists 24

Number of Divisions 6

Number of Districts 34

Marketing Area Massachusetts to Florida, including parts of Ohio and West Virginia

1527

COMMISSION EXHIBIT NO. 1C.

Sheet No. 2.

Industry Position

- a. Original equipment. Percentage of this type of business handled by you.
- b. Scope of advertising. Furnish as much detail as possible as to types and results. Our principal interest is in consumer advertising as it applies to our marketing territory.
- c. Established distribution. Percentage in our marketing territory. Number of outlets.

Production

- a. Number of plants and locations of same. Can stocks be drawn from warehouses? If so, where?
- b. Research and development facilities. Extent, accomplishments, and other pertinent details.
- c. Quality of product.
- d. Completeness or simplicity of lines. Percentage of total represented by special lines.

Merchandising: Is it an aggressive program?

- a. Point of sale equipment—(display & service)
- b. Point of sale helps—(selling program, etc.)
- c. Training (visual helps on all line!)—(physical assistance at what level?)
- d. Field assistance—selling—complaints.
- e. Any flexibility to suit our needs?

Profit Margins

- a. To dealer (list to cost).
- b. Company margin excluding cash discount.
- c. Bonus arrangements.
- d. All other allowances.

2378

Commission Exhibit No. 2.

Adjustment Program
Shipping Terms
Consignment or Sales Terms
Returned Goods Privilege
Exclusive Privileges
Price Protection—at what levels?

1529

COMMISSION EXHIBIT NO. 2.

February 27, 1948

Mr J S Parks
Purchasing Agent
Atlantic Refining Company
260 S Broad Street
Philadelphia, Pa

Dear Mr Parks:

Confirming our conversation of yesterday. It has been my desire to express the interest of my company in your consideration of the question of determining what is the best Tire and Tube marketing arrangement for your company.

We recognize the importance and value of your account and we wish to thank you for the opportunity which you have given us in discussing the matter more in detail.

In keeping with our conversation, it is my intention to contact you again about April 1. In the meantime, if we can be of any service, please advise.

Yours very truly,

Manager—Petroleum Sales Dept.

S A Gaylord
lfm

1531

COMMISSION EXHIBIT NO. 3.

**The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.**

**March 29, 1948
File: JSP-Tires**

**Mr. S. A. Gaylord,
Manager—Petroleum Sales Dept.,
The Goodyear Tire & Rubber Company, Inc.,
Akron 16, Ohio.**

Dear Mr. Gaylord:

Reference is made to our letter of January 19th regarding a proposition from Goodyear on tires and tubes for resale. In your letter of February 27th you advised of your interest, and of your intention to contact us again about April 1st.

Our Sales Department is anxious to proceed with their study of the various marketing arrangements being offered, and accordingly we are very anxious to receive your offering at the earliest possible date. Efforts on your part to expedite required data will be appreciated.

Yours very truly,

**J. S. Parks
Purchasing Agent.**

JSP:R

(Hand written note:) Ans by phone 4/6 SAG.

2380

Commission Exhibit No. 3-A.

1533

COMMISSION EXHIBIT NO. 3-A.

April 6, 1948

Mr J S Parks—Purchasing Agent
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pa

Dear Mr Parks:

This is a further confirmation of our phone conversation today in reply to your favor of March 29.

In view of your leaving the city next week on an extended trip, making it impossible to see you and personally explain our position as I had hoped to do, the next best course, in all fairness, seemed to advise you that in the opinion of our management we are not in position at this time to offer your company a marketing proposal.

At the first opportune time after your return I am looking forward to personally explaining our position to you in more detail.

Thanking you for your consideration in the matter.

With kind regards.

Sincerely,

Signed: S. A. Gaylord
Manager—Petroleum Sales Dept

S A Gaylord
lfm

1535

COMMISSION EXHIBIT NO. 4.

May 4, 1949

Mr S J Heideman
c/o Atlantic Refining Company
260 S Broad Street
Philadelphia, Pa

Dear Mr Heideman:

First, would like to express my appreciation for the opportunity of discussing with you the subject which is so close to both of us, that of marketing Tires, Batteries and Accessories through Oil Company Service Stations.

You will probably remember that back in 1941 you consulted with us on the question of marketing Tires and we made a sales presentation to your company at Philadelphia on April 21 of that year. During the past week I have read a copy of that document with considerable interest and that is one reason why it is repeated here, because it was an impressive demonstration to me of the progress Goodyear has made since then to keep ahead of the parade.

The statements we made regarding Tires and Tubes then were sound and hold true today. Goodyear was the first company to market its brand through an Oil Company and it was true then as it is today that more Goodyear Tires are marketed through Oil Companies than any other standard brand. It is also noteworthy to mention that in 1948, when replacement sales in the industry were approximately 20% less than in 1947, and Oil Company sales in total were less by a similar percentage, Goodyear sales through Oil Companies showed an increase of more than 20% over 1947, which year, until 1948, was an all-time high.

Going back to our Atlantic Presentation and what was missing then; mainly our present-day Complete Franchise

T.B.A. Program, plus the refining and improvements in our Sales Commission Plan and our Purchase and Resale Plan.

Summarizing my reaction to the foregoing, plus the importance of any decision you and your company may make, which, aside from the monetary consideration over a 1537 long period, would also directly involve the welfare of thousands of your Dealers, I reached the conclusion that before going further in our discussions it would be mutually important if you and whomever you may elect would visit us at Akron to determine what we have to offer, get better acquainted and decide if we are the kind of folks you would like to be associated with, and I say this selfishly, because it would greatly assist us in our thinking if we can get closer acquainted with you and your problem.

As a matter of information I am submitting herewith a copy of our latest financial statement.

Also a copy of our current Car and Home Catalogue. You and your Dealers would be interested mainly as to its completeness—is it competitively priced with local Jobbers, Wagon Jobbers, and the immediate availability of stocking points.

You would be interested in our management of this part of our business, the large corps of buyers, each a specialist in his line, and the special large field warehouses set up to service these lines, as well as the profit available to your company.

Much of the same thinking applies to the Goodyear Battery line—and last, but not least, our “main line”, Goodyear Tires.

We also have set up here at Akron our Store Planning and Display Laboratories, which I have previously spoken to you about, and we can assure you that a visit to Akron to see this department alone will pay plenty of dividends.

If my suggestion does not meet with your full endorse-

ment, then it will be our desire to work with you in any way you may suggest.

Please be assured of our continued interest.

Thanking you,

Most sincerely,

Manager—Petroleum Sales Dept

S A Gaylord
lfm

1539

COMMISSION EXHIBIT NO. 5.

August 29, 1949

ss J E Mayl

Victor Holt Jr

C C Osmun

C L Metzger

H G Harper

W E Cameron

L R Narrab

S A Gaylord

Subject: Atlantic Refining

At our meeting August 10 several points were brought up and should be more completely discussed and answered at our next meeting.

Mr Colley, Vice President In Charge of Sales, commented in general (A) he stated they are definitely interested as prospects—(B) we should continue to work with Heideman—(C) he (Colley) would approve recommendations of Heideman and Neall—(General Sales Manager—Director of Advertising, etc.

Specific points raised and not completely answered follow:

- (1) Estimated allocation of expenses as shown in presentation for Purchase-Resale Plan and for Commission Plan.

Question—Would like a more detailed explanation as to how we arrive at estimates shown. Do these estimates reflect Goodyear Experience? Oil Company Experience?

Actually estimates used are a combination of all known factors and we can give a more detailed explanation, however, recognizing they are still estimates and probably no two companies will agree on proper allocation of expenses.

- (2) Mr Neall raised the question as to how many salesmen they could save under the Commission Plan versus Purchase-Resale Plan.

There is no inference in the presentation that a saving in salesmen can be made under the Commission Plan. The Commission Plan does reduce functional expense and the profit to the Oil Company is proportionately less. The Commission Plan eliminates sales detail and sales reports—thus allowing more time for sales work on major assignments.

- (3) Mr Heideman is looking for more detail on the question—What, in terms of value, does completeness of line mean to an Oil Company?

- A. Complete lines of tires—competitively priced
- B. Batteries
- C. Car and Home Merchandise

- 1541 I felt that our presentation handled the above question fairly well. Mr. Neall raised these points—

If Goodyear undertakes the job with them

- (A) What would be the procedure?
- (B) What would be done and how? (Mechanics)
- (C) What extra man-power would be furnished?

He mentioned some 300 stations in Greater Philadelphia as an example.

I covered the above in a general way with no commitment.

Mr Heideman wants more detail relating to our experience in successfully servicing the average Dealer C & H M from Field Warehouses. What coverage? What area? etc.

He also wants more detail as to how we arrived at estimated Battery exposure and how we arrived at estimated Battery gross profit.

We will prepare information requested as far as we can go—would like your thinking to assist.

Manager—Petroleum Sales Dept

S A Gaylord
lfm

1543

COMMISSION EXHIBIT NO. 6.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

May 23, 1950
TBA SJH

Mr. Sam Gaylord, Manager,
Petroleum Sales Department,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio.

Dear Sam:

Attached is copy of letter that has been addressed to members of the several departments in the company who will have an interest in the negotiations preceding the introduction of the Goodyear T.B.A. program into our Newark District. In addition to the people whose names ap-

pear on this letter, it is expected that the following will attend:

Mr. J. O. Estlow, Manager of the Philadelphia-New Jersey Region

Mr. E. D. Walter, Manager, Sales Group, Philadelphia-New Jersey Region

Mr. T. E. Breslin, Operations Manager, Philadelphia-New Jersey Region

Mr. W. J. Jackson, T.B.A. Coordinator, Philadelphia-New Jersey Region

Mr. A. R. Sanborn, Manager, Newark District

There may be some change in this list, but if so, I will be in position to acquaint you with it before the meeting on Friday. I, of course, will also attend.

It will be appreciated if you will send me by return mail a list of the Goodyear personnel whom you expect to have present at this meeting, together with their respective titles or positions. It will be helpful if you can also provide me with an outline of the presentation that will be made by Goodyear so that I can properly fit it into the Agenda for the afternoon.

Cordially yours,

S. J. Heideman

h

Enc.

1545

COMMISSION EXHIBIT NO. 7.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

May 23, 1950

TBA SJH

Messrs. E. R. Cox, Jr., Room 810
G. H. Milligan, Room 1500
Leon Serven, Room 1000
W. F. Statz, Room 1313

Dear Sir:

A meeting will be held in Mr. J. O. Estlow's office, Room 1201, Friday, May 26th at 2:30 P.M. In this meeting, arrangements will be discussed concerning the introduction of Goodyear's T.B.A. program into our Newark District territory. Representatives of Goodyear's Akron Management, Eastern Division Management, and Newark District Management will be on hand to meet with Atlantic Management and to tell about their methods of operating under the commission plan. At that time they will also attempt to answer the various questions that may occur to representatives of Atlantic's Management. It is expected that plans will also be completed for a district sales meeting, and perhaps a series of dealer meetings so that the program can be quickly introduced to the whole Newark District territory.

It is hoped that you will be able to attend this meeting or, if this is inconvenient, that you will appoint an alternate. Please advise me promptly of your plans.

Cordially yours,

S. J. Heideman.

1547

COMMISSION EXHIBIT NO. 8.

May 25, 1950.

Mr S J Heideman
Atlantic Refining Company
260 S Broad Street
Philadelphia, Pa

Dear Syd:

Have just received your favor of the 23rd regarding our meeting on Friday, and wish to thank you for the information.

Arrangements have been made for the following Goodyear personnel to attend:

Mr J E Mayl—Vice President Akron

Mr F W McConky Jr—Mgr. Northeast Div. New York

Mr Henry G Harper—Mgr. Associated Mdse Akron

Mr I D Love—Newark District Mgr Newark, N. J

In addition to the above I am planning to attend.

While at this moment I do not have an agenda worked out in detail, I think it would be a good idea to start off with a review, possibly by yourself, of what has led up to your decision to make this test. This, in turn, will bring up the Presentation which we prepared and submitted to you, which pretty well indicates the complete line offered by Goodyear—Tires—Batteries and Accessories and other important sales factors such as consumer acceptance, original equipment, distribution facilities, advertising, sales promotion, dealer training, sales assistance, etc.

Then I think we will want to discuss the mechanics of the sales commission plan and the form of agreement both companies should enter into. Also, we should discuss and agree if possible on a uniform type of identification for each Atlantic outlet handling Goodyear products.

With the foregoing details handled and as a background we can then proceed to mutually agree on a plan of action which will get the program underway quickly.

1549 It is my understanding that we will meet in your office at 2 P.M. and that the meeting will get underway about 2:30.

If you should desire to reach us by phone Friday morning, I will be at our Philadelphia District Office, care of Mr. Sorn.

Sincerely yours,

Manager—Petroleum Sales Dept

S A Gaylord
lfm

1551 COMMISSION EXHIBIT NO. 9.

Here, then, are the important reasons for the company's preference for the Goodyear program:

1. They are the most popular line.
2. They are the largest supplier of original equipment.
3. They have a very complete line of tires, batteries, accessories, and home supplies and services.
4. They have considerable experience in the "commission plan" of operation with oil companies.
5. They have the least amount of oil company activity on their brand in our main market.
6. They have an excellent training program.
7. They are strong and aggressive merchandisers and have available a bountiful supply of very excellent sales promotional material.
8. They have an experienced staff of buyers for procuring the products they don't manufacture and fine facilities for quality and sales testing such products.

9. They were one of the major companies to adopt a liberalized adjustment policy which to some extent minimizes the loss of the road hazard guaranty.

Advantages in the Goodyear Commission Plan for Atlantic's Dealers and petroleum distributors as well as for the company:

1. Complete line on tires and tubes. Complete battery, accessories and home supply program.
2. A tire brand which is either first or second in public acceptance.
3. National advertising: newspapers, radio, television and magazines.
4. Largest or second largest supplier of original tire equipment.
5. Up-to-date and competitive tire and tube lines.
6. Excellent sales promotion and "point of sale" assistance.
7. Excellent training program.
8. Good delivery from conveniently located distribution points.

1553 Then, from a company standpoint, are these advantages:

1. No T.B.A. investment except stocks for salaried stations.
2. A portion of selling costs assumed by supplier.
3. All warehousing, delivery, credit extension and billing by supplier.
4. Reduced ARCo. accounting expense.
5. Fixed rate of gross profit.
6. Profit would apply on much broader lines and services: blow-out proof tubes, farm tires, tire recapping service, home supplies.
7. A profit on some dealer T.B.A. business presently enjoyed by Goodyear.

8. Practically all sales promotional expense assumed by supplier.
9. Major part of training expense assumed by supplier.
10. No purchasing function (except for salaried stations or for consumption).

Some complications or problems that we don't have under our present program from the dealer and distributor standpoint:

1. Without the road hazard guaranty, the dealer will not have the latitude that he presently enjoys. The Goodyear tire is guaranteed for life against defects in material and workmanship, but adjustments are also made on a pro-rata basis when bruise breaks are experienced within the first 25% of tread wear. Such adjustment, however, is only made on approval of a Goodyear adjuster. In the event the dealer wishes to satisfy a customer on the spot, he has to take his chances of getting proper support from Goodyear.
2. There will be a maximum amount of competition from established dealers and company stores, because it is reported that every county, marketing town and shopping center now has a Goodyear store or distributor.
3. Atlantic's petroleum promotions will not be so closely coordinated with Goodyear's promotions as they are with our present program.
4. Goodyear brand batteries and accessories will not have as good public acceptance as their tire brand nor as the nationally known brands of batteries and accessories that we are presently marketing.
- 1555 5. There is the possibility that the Goodyear plan cannot be utilized by all Atlantic dealers and distributors because of closely situated competitive

petroleum outlets who are already established with the Goodyear program, or even because of a highly competitive Goodyear outlet that may be in close proximity.

From the company's angle:

1. There will be a sharing with another manufacturer of the direct influence that we now enjoy with our dealers for the promotion of balanced sales.
2. Goodyear is a successful and aggressive tire marketer and tires must be recognized as that company's principal business.
3. Adjustments being limited as aforementioned could result in greater customer dissatisfaction with its resulting adverse effect on Atlantic's petroleum products.
4. Any policy adjustment deemed advisable because of this possibility would be entirely for the account of The Atlantic Refining Company.
5. We will not engage in direct sales to commercial accounts. This market would be eliminated with the Goodyear program and also any gross profits that may accrue from it.
6. Atlantic's gross income will, of course, be reduced under this plan and so-called "fixed charges" attributed to T.B.A. must either be reduced, eliminated or absorbed by petroleum products.
7. Goodyear has complete control over the establishment and changes in commission rates, but since it is a competitive business and their historical experience has been highly favorable, it is more probable that they will cultivate and encourage its further growth rather than take any steps to make the program less attractive.
8. There is, of course, the very real possibility that an Atlantic dealer or distributor is already on the

Goodyear plan, and that we will not be given any commission for such business. Such situations are to be negotiated between Atlantic and Goodyear in order to reach a fair agreement.

9. District supervisory personnel and salesmen must still be familiar with the T.B.A. program, its details and its principal promotions. Full cooperation with Goodyear in the conduct of the T.B.A. program is expected. Salesmen must accept dealers' orders and should be given a quota responsibility.

1557 Conference of Atlantic and Goodyear Personnel in Connection With the Introduction of the Goodyear Commission Plan

Introductions

No Sales Presentation

The representatives of the Goodyear Tire and Rubber Company are not going to make any formal sales presentation this afternoon. This has not been deemed necessary as our purpose is to acquire a better understanding of how to inaugurate and implement a program that has already been sold. I have had plenty of evidence of Goodyear's ability to make very excellent sales presentations, and have no doubt that the situation is the same with many of you. Of course, sales presentations are going to be made as and when they are needed, especially for the District Sales organization and if it is mutually agreed upon also for the Dealer organization.

Interests of Other Departments

In addition to Regional and District Management, Atlantic is represented by the Controller's office, the Legal Department and the Sales Promotion Section, and there are specific matters that each of these representatives are in-

interested in and which may either be explored to a conclusion in this session or for which definite lines of communication will at least be established.

Questions and Answers

There are undoubtedly many questions about the plan that could only properly be answered by Goodyear's representatives. Some of these questions will undoubtedly be answered as the Goodyear method of operation is unfolded. Those questions that are not answered as well as others which may occur to you will be covered in a question and answer period immediately following Goodyear's presentation.

1559 District Reports

Atlantic representation has brought to this conference some detailed information regarding the district in which the Goodyear Commission Plan is to be introduced. Additional information that may be desirable for Goodyear can either be brought out in questions or prepared and presented at a later date.

Opening Dates

Serious consideration has been given to the time that the Goodyear program should be introduced into the Newark District, and we are prepared this afternoon to complete arrangements for additional conferences or meetings at District level in order to get the plan under way.

Review of Goodyear's Operation

In deciding the best approach to our present problem, it was considered wise to draw upon Goodyear's past experience in introducing their Commission Plan into the operations of other oil companies. It is believed that by tracing the various steps that have been employed in the

other operations, we will all get a better idea of how to co-ordinate and handle our respective parts in the job that lies immediately ahead.

Mr Gaylord

For this purpose and at this time, I am going to turn the meeting over to Mr S Gaylord, Manager of Petroleum Sales Department, Goodyear Tire and Rubber Company.

1561

COMMISSION EXHIBIT NO. 11.

Goodyear-Atlantic Program

Experimental

Atlantic District lying within our Newark District territory.

Sales Commission Plan.

Announcement of plan to Goodyear and Atlantic personnel involved by meeting in Newark of Goodyear and Atlantic local personnel and head office representation from both companies.

The announcement to cover the plan and operating procedure, also working arrangement for Goodyear and Atlantic local field sales force.

Goodyear Field Representatives and Atlantic salesmen together to make initial call on Atlantic Resellers.

A simple story should be given to these men to introduce the object of their visit and approach to the subject to be discussed with the Reseller. This same story to be used by all Goodyear and Atlantic representatives on this initial call.

Later calls to be made by the two company representatives together when possible and each representative to make individual calls on a definite program as used in their regular work with customers and prospects.

A Goodyear Representative should be placed in charge of the program to guide and assist the field man in keeping the solicitation on a sound basis and moving forward at a productive pace.

1563

Detail of Meeting

Atlantic home office representative opening the meeting introducing the subject of the meeting and outlining the plan. (Perhaps introducing the members of his organization present.)

Goodyear home office representative (Introducing his organization present) describing the operating procedure of the plan.

Goodyear District Manager giving his thought as to how the two field organizations should work together to accomplish the purpose of the plan. Propose an outline of the approach the field men will use with the Reseller, etc., etc.

Atlantic local manager to give his opinion of the program upon this point and follow with his further thought and suggestions.

1564

COMMISSION EXHIBIT NO. 12.

The Atlantic Refining Company
Petroleum Products
Newark 5, N. J.

A. R. Sanborn

June 12, 1950

To Atlantic Dealers:

To Atlantic Petroleum Distributors:

Atlantic wishes to inform you that on June 13, 1950 the complete Goodyear program will be available through your Atlantic salesman. Atlantic's fine petroleum products and the nationally accepted Goodyear lines can provide you with a very unusual opportunity for profit possibilities. The completeness of the Goodyear franchise offers an excellent merchandising program; products which Atlantic has not had available, such as tractor tires, home supplies and extended lines of automotive accessories should give you the opportunity to sell more products to more people. Complete details of this new and, in our opinion, very desirable Goodyear plan will be brought to you very shortly by your Atlantic salesman and the local Goodyear representative. We urge you to give the Goodyear franchise every consideration.

Atlantic will discontinue merchandising and distributing its present T. B. A. line in your territory. Of course we will continue to honor any T. B. A. contracts between us as long as they remain in effect.

A. R. Sanborn

District Manager

1566

COMMISSION EXHIBIT NO. 13.

The Goodyear Tire & Rubber Company, Inc.

Akron 16, Ohio

June 1, 1950

The Atlantic Refining Company

260 South Broad Street

Philadelphia 1, Pa

Gentlemen:

We now confirm our arrangement with you relative to services to be rendered by you in promoting the sale of certain Goodyear merchandise through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon in writing with you from time to time on our form G-1209.

From the date hereof until canceled by either party upon one hundred twenty (120) days' written notice to the other, these services shall continue with respect to Goodyear tires (casings and tubes, including Goodyear-produced recaps or retreads and repaired tires), batteries and certain car and home merchandise and related merchandise listed in Exhibit A attached to this letter and made a part hereof.

While this agreement remains in effect, it is understood that you will actively assist us in selling and promoting the sale of the above merchandise to your customers above referred to. You will see that your field offices work energetically with us with a view to assisting us to the fullest practicable extent in perfecting sales, credit, and merchandising arrangements with all such customers.

We understand that your field representatives will suggest to these customers the maintenance of adequate stocks of merchandise purchased from us and will counsel them as to the maintenance of proper identification and advertising with respect thereto.

You will instruct your field representatives that in their regular calls upon these accounts they shall encourage the accounts in undertaking and continuing vigorously their representation for us. To assist in the proper coordination of sales programs you will, from time to time at 1568 our mutual convenience, have your representatives call upon these customers in company with our salesmen. You will, throughout the term of our agreement, cooperate with and assist us in our efforts to promote and increase the sale of such merchandise by the customers to whom sales shall be made by us.

It is understood that you will maintain adequate dealer training programs in the sale of tires, batteries, and accessories, and qualified personnel to ~~render~~ the services called for hereunder regularly and efficiently. The right to accept or reject any order received from any customer shall at all times rest with us. *render*

With respect to outlets on the approved list agreed upon with you, we will furnish you as soon as practicable after the end of each month with a statement reflecting sales made by us from our own supply points (retail stores, factories, district warehouses, or other owned outlets) and sales made by and reported to us by our dealer supply points, all as shown on Exhibit A. While we cannot guarantee that all such sales by dealer supply points will be reported to us, or that in some instances cash or c.o.d. transactions may not be reported, we assure you that we will in good faith urge dealer supply points to keep us promptly advised of such sales and will endeavor to maintain a complete record of all such sales.

At the time each such statement is submitted, we will pay you a commission of ten percent (10%) on all sales to your dealer outlets and seven and one-half percent (7½%) on all sales to your franchise petroleum distributors as covered by such statement, computed on the net amount

of invoices, excluding tax, after deducting, whether shown on invoice or subsequently allowed, annual volume bonus, and all applicable discounts and allowances, other than cash discount, provided, however, that with respect to sales of Resolute batteries the commission shall be seven and one-half percent ($7\frac{1}{2}\%$) on all such sales whether to your dealer outlets or to your distributors.

We understand that you will retain for your own exclusive benefit all commission received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

1570 Our records pertaining to business under this arrangement will be made available in our districts for reasonable inspection by you during ordinary business hours.

If we have outlined correctly your understanding of this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber Company, Inc
By Victor Holt, Jr.

Vice President

Attest: W. M. Merlin

Assistant Secretary

Accepted:

The Atlantic Refining Company
By R. H. Colley

Matter

1572

Exhibit A—Page 1.

Products Eligible under the Commission Plan

Sales of the following products to approved Atlantic accounts are subject to commission when delivery is taken from an authorized (G-1209) supply point as indicated below by the symbol x.

Product	Good-year District	Field or Factory Warehouse	Good-year Store	Good-year Independent Dealer
All New Goodyear Tires & Tubes	x	*	x	x
All Second Goodyear Tires & Tubes	x	*	x	x
Goodyear Produced Recaps & Repairs	x	*	x	
Goodyear Automotive Batteries	x	*	x	x
Resolute Automotive Batteries	x	*	x	x
Goodyear Farnlight Batteries	x	*	x	x
Battery Cables	x	*	x	x
Car & Home Merchandise	*	x(1)	x(2)	x
Anti-freeze	*	x(1)	x(2)	x
Tire Chains	*	x(1)	x(2)	x
Goodyear Brake Lining-Rivets-Weights	*	x	*	*
Dill & Schrader Valve Products	x	*	x	x
Sea-Bee Outboard Motors	x	* (1)	x(2)	x
Goodyear Repair Material—Shelf or Resale Items—Car & Home Line, as listed in C & H M Catalogue, as follows:				
Small & Bicycle Tube Repair Kits	x	x(1)	x(2)	x
Rubber Bonding Cement	x	x(1)	x(2)	x
Emergency Self-Sealing Patches	x	x(1)	x(2)	x
Small Containers Cold Patch Cement	x	x(1)	x(2)	x
Gasket Compound	x	x(1)	x(2)	x
Bicycle Rim Cement	x	x(1)	x(2)	x
Motorists Vulk-Patch Kits	x	x(1)	x(2)	x

* Not stocked at these locations.

- (1) Goodyear District Manager may appoint Goodyear Store as supply point after securing approval by Akron as a Car & Home Merchandise supply point, G-1209 to be issued and signed by Atlantic.
- (2) Goodyear Dealer may be appointed by Goodyear District Manager as a Car and Home Merchandise supply point, also G-1209 to be issued and signed by Atlantic.

Products not Eligible under Commission Plan

All products not listed above as eligible products including but not limited to—

General Electric and Hotpoint Major Appliances

General Electric Radios and Television Sets

Motorola Radios, Aerials and Accessories

Magic Chef Ranges

Coleman Major Appliances as supplied by Distributors

Admiral—Radios—Television & Major Appliances

All types of Equipment—Battery Chargers

Display, Service Station, etc.

Repair Material—Camelback

Advertising and Sales Promotion Items

Adjustment Sales and Credits.

Exhibit A, consisting of two pages, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc to The Atlantic Refining Company dated June 1, 1950.

The Goodyear Tire & Rubber Company, Inc

By Victor Holt, Jr.,

Vice President

The Atlantic Refining Company

By R. H. Colley

1576

COMMISSION EXHIBIT NO. 14.

July 5, 1950

Mr S. J. Heideman
Atlantic Refining Company
260 South Broad St
Philadelphia, Pa

Dear Mr Heideman:

Wish to acknowledge your favor of June 29th, together with outline of agreement, with changes suggested by Mr Stotz of your Legal Department.

I am passing this on to Mr L W Baker of our Legal Department and will advise you further as promptly as possible.

Confirming my phone conversation of 27th (June) relative to your letter of June 22nd. It is our intent to pay commissions earned by you on various products listed under Exhibit "A" in accordance with the supply point designated on our form G-1209, which form is jointly executed by both companies and the supply point is agreed upon and acceptable to the Atlantic Dealer.

The agreed supply point may be a Goodyear Dealer, a Goodyear Store, a Goodyear Field Warehouse, or a Goodyear District.

We will make changes in our agreement to conform with the above.

Kind regards.

Sincerely,

Manager—Petroleum Sales Dept

S A Gaylord
lfm

1578

COMMISSION EXHIBIT NO. 15.

August 2, 1950

Subject: Atlantic Refining Co.

cc H G Harper

We have had considerable discussion with Mr Heideman and Mr Stotz of subject company relative to letter of agreement covering proposed arrangement as between our companies.

We went over the revised draft in considerable detail and we are pretty much in agreement now if the following changes are acceptable to you.

With reference to the fourth paragraph on Page I—Mr Stotz would not accept reinstatement of the paragraph as it was written as he felt that it might be interpreted as meaning exercise of control over certain customers. He did, however, agree that the paragraph should not be eliminated entirely as it did add something to the agreement. As a compromise the following is suggested:

“We understand that your field representatives will suggest to these customers the maintenance of adequate stocks of merchandise purchased from us and will counsel them as to the maintenance of proper identification and advertising with respect thereto.”

Mr. Stotz did not fully agree with our wording of the second full paragraph on Page II. However, he has agreed to the re-wording that we worked out with him, as follows:

“With respect to the outlets on the approved list agreed upon with you, we will furnish you as soon as practicable after the end of each month a statement reflecting sales made by us through our retail stores, factory shipments, direct warehouses or other owned

outlets, and sales made at our dealer-operated supply points and reported to us by such dealers; such statements shall reflect sales of all material other than that listed in Exhibit A as exceptions to the commission plan."

Regarding Exhibit "A." This was a form we used originally when we were not paying any commission 1580 earned unless delivery was made by us to the Oil Company accounts in accordance with the exceptions noted in Exhibit "A." Inasmuch as we are now delivering this merchandise through supply points appointed by us—either Goodyear Stores or Goodyear Dealers, in addition to sources shown in Exhibit "A," they would recommend that paragraphs #1-2-3-4-5 be eliminated from Exhibit "A."

Keep in mind that our Form G-1209, which is signed by both the Oil Company and Goodyear, shows the supply point which we establish for deliveries of all merchandise and we agree to pay commission on all merchandise which is delivered through such appointed supply points.

If you agree on this change, then the only items that should appear on Exhibit "A" will be those not subject to commission.

We are sending a copy of this note and a copy of the agreement to Mr Harper for his agreement and also that items not subject to commission can be re-checked.

Will be glad to discuss.

Manager—Petroleum Sales Department

S A Gaylord

lfm

1582

COMMISSION EXHIBIT NO. 16.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

April 3, 1951

Mr. Victor Holt, Jr., Vice President
Goodyear Tire and Rubber Company
Akron 16, Ohio

Dear Mr. Holt:

By letter agreement of June 1, 1950 between Goodyear and Atlantic we agreed to perform certain services to promote the sale of certain Goodyear merchandise.

At that time we began a test of the Goodyear TBA commission plan in one of our sales districts. We have decided and you have agreed to extend this plan to our Philadelphia and New Jersey, our New York, and our New England sales regions on the same basis as is outlined in the letter of June 1, 1950.

It is understood that this extension will be effective as of March 1, 1951, at which time Goodyear will begin supplying the various products and services outlined in the letter of June 1, 1950 to such of our retail outlets and distributors as desire to purchase them from Goodyear. At the same time Atlantic, through its field representatives, will begin assisting Goodyear in the extended territory in the sale of the products and services outlined in said letter with the understanding that, as has been the practice in the test area, our resale outlets shall be free to choose whether, and to what extent, they shall avail themselves of the opportunity to purchase Goodyear products and

services and that any resale outlet which chooses to carry products other than Goodyear shall not be prejudiced in any manner. Of course, we both understand that our organization cannot and will not use any methods other than salesmanship to encourage our resale outlets to purchase your products and services.

In determining to extend the Goodyear commission plan to those sales regions we have done so upon your assurance that you will provide tires, batteries, and accessories in sufficient amounts to take care of the normal needs of those Atlantic resale outlets which desire to avail themselves of your products. We realize that such assurance from you is subject to conditions beyond your control, whether now or hereafter existing, including government restrictions on the manufacture or distribution of the products involved.

1584 We understand that whenever the products supply situation is such that you are unable to furnish all the needs of all your customers you will make available to Atlantic resale outlets as large a share of their needs as are available to your other like customers.

If the above correctly sets forth your understanding of the arrangement between us, please so indicate by signing and returning for our files the enclosed copy of this letter.

Very truly yours,

D. T. Colley

Accepted:

The Goodyear Tire & Rubber Company, Inc.

By: J. E. Mayl

Vice President

Attest: W. M. Menter

Assistant Secretary

June 16, 1950

Mr S J Heideman
Atlantic Refining Company
260 S Broad Street
Philadelphia, Pa

Dear Mr Heideman:

Confirming our conversation of last Wednesday, wish to advise that Mr Fritsch, Manager of our Identification Division, Advertising Department, advises that an identification program has been agreed upon along the following lines with Mr Paxton and Mr Butler at a meeting held at Philadelphia, Monday, June 5.

1. The standard Goodyear window valance will be used in its regular form with these reservations.
 - a. We will not use dealer names or any other special copy except Batteries Auto Accessories. Dealer's name is not desired because of the turn over in station operators which would necessitate changing of windows.
 - b. Where space is available and dealer is agreeable, the additional copy Easy Pay Plan, or some similar phrase pertaining to time payment selling, may be employed.
2. A Goodyear diamond metal sign fastened either to a fence or to a post at the edge of the court. This may be either our 4' or 5' single face diamond sign—or, the 30"x52" sign we have been experimenting with on Shell and Sinclair stations, especially those on main highways. Certain reservations are made in this program.
 - a. Mr Burler does not want us to use two sign positions—as, for example, a single face sign on each

side of the court in order to catch traffic both ways. He wants us to use one single face sign, or a double face, but keep it in one location.

3. We agreed that the above program would be considered a beginning point and that changes could be made based on our experience in the Newark District.

1588 We do not like "fence" locations because they are so easily blocked. This is happening now on Texaco stations where Firestone and Goodrich use a rectangular sign fastened to a fence. Most of the time, cars are parked along the fence, which obliterates the identification. In metropolitan areas, signs on posts are sometimes difficult to handle because it means digging into a concrete court. But these are problems which we will know more about after we do some of the stations in the Newark group.

4. Since the Atlantic stations in the Newark area will not come to us as one lump group and will have to be identified as they are signed up individually, we will employ local services to handle the window valance installation and the signs.

We will wait until there are at least 8 stations signed up—then we will size them up and determine the exact identification and proceed with it.

After we have these 8, or possibly a few more, identified—then Mr Butler has agreed to go with me to the Newark area and look them over to see if we are getting along all right and if there are changes which should be considered.

We can provide a set up whereby the window valances are installed within two or three days after a station is signed up and we would use this arrangement if it would take any great length of time to sign up the first dozen,

2410

Commission Exhibit No. 18.

so as to avoid having the first one wait for identification two or three weeks that might be taken to get other lined up.

Yours very truly,

Manager—Petroleum Sales Dept

S A Gaylord

lfm

1590

COMMISSION EXHIBIT NO. 18.

July 25, 1950

Mr S A Gaylord—Manager

Petroleum Sales Dept

Subject: Atlantic Refining Company Newark District

cc Victor Holt Jr

F W McConky Jr—New York

Harry Ryan—New York

I D Love—Newark

The first phase of the Atlantic conversion to Goodyear in the Newark-Atlantic District has been completed.

All but a few of the small #3 stations, namely, grocery stores and other miscellaneous units not primarily in the gas and oil business, have been contacted and our program installed.

The reception from Atlantic outlets of all types has been, generally, one of enthusiasm for the change-over to Goodyear.

This attitude plus the training and drive of the Atlantic District sales personnel should result in sizable sales performance of T.B.A. from this group.

During the last three weeks the supply position became the number one problem. On my departure, Friday, July 21, Mr Sanborn, Atlantic District Manager, was concerned only with our intention to cope with this problem.

Due to a change in Atlantic personnel, solicitation of the

only jobber handling T.B.A. in our New York District was deferred until last week.

Mr Sanborn of Atlantic, Charles Knight, Assistant District Manager, Goodyear-New York and I called on Boyce Esser, President of Suburban Oil Company at Mt Vernon, New York.

Suburban Oil has been a Firestone account for the past year, having pulled away from Lee because he could not get a competitive deal through Atlantic.

Their purchases from Firestone since the first of this year have been at the rate of \$45,000 a year. In addition, however, they are taking over another jobber territory on Long Island and expect to increase their T.B.A. volume to \$75,000. At present they have 42 stations, all in Westchester County.

This is a 100% Petroleum Jobber outlet with excellent stocking facilities, good capital structure and an aggressive outlook with respect to T.B.A. as part of their program.

1592 Our program was outlined in detail and our discount and resale structure submitted. In effect it is the same as Firestone's.

At the time Mr Esser did not have a firm commitment from Firestone as to supply, although he felt he would get his fair share of merchandise.

Atlantic Refining is very interested in getting this account handling Goodyear as it represents a sizable volume of T.B.A. on which Atlantic at present get no commission.

At the conclusion of our meeting Mr Esser indicated that he would take on Goodyear, but we made no commitment, as Charles Knight informed me that Harry Ryan had several problems to work out and wanted all the details.

This account is ready to go Goodyear and Atlantic is anxious that we take them on, so, if we elect to take on this account, we should move fast.

It would be my suggestion that Mr Sanborn accompany

2412

Commission Exhibit No. 19.

our personnel for the signing up of this account, if it is so decided.

By taking on Suburban Oil we will strengthen our hand with Atlantic, help keep their morale high in this test area and eliminate the possibility of their making a claim for commission from Firestone, which could be done and would probably be paid just to keep us out.

J W B

Petroleum Sales Department

J W Basista
lfm

1594

COMMISSION EXHIBIT NO. 19.

cc L A Barnes
J W Basista

November 2, 1950

Mr S J Heideman
Atlantic Refining Company
260 S Broad Street
Philadelphia, Pa

Dear Mr Heideman:

With regard to the adjusted Lee Tires, wish to confirm that our understanding of the arrangement is that we will settle with your company on a 50-50 basis of the net loss.

I am suggesting to our Field Operating Department that a statement for the first quarter be submitted to you and a request for payment of your share on the above basis.

Yours very truly,

Manager—Petroleum Sales Dept

S A Gaylord
lfm

L A Barnes—Will thank you to proceed accordingly indicating where the check should be sent, etc.

S A G

1596

COMMISSION EXHIBIT NO. 20.

cc J W Basista—Newark
 Victor Holt Jr
 J E Mayl
 I D Love—Newark
 F W McConky Jr—New York

June 29, 1950

Mr S J Heideman
 Atlantic Refining Company
 260 S Broad Street
 Philadelphia, Pa

Dear Mr Heideman:

Confirming our phone conversation.

We have a progress report from Mr Basista and Mr Love, covering the first ten days solicitation of Atlantic accounts.

A recapitulation of results:

Atlantic Dealers signed as Goodyear Associate Dealers as agreed supply points, either Goodyear Stores or Dealers	87
Atlantic Dealers signed as direct District Goodyear Dealers	4
Atlantic Distributors signed as direct Petroleum Jobbers	2
Total	93

Total special display packages sold 77

Orders reported for merchandise sold on direct basis:

Tires	193 units
Tubes	113 "
Batteries	36 "
Accessories C & H M	\$655

Actual inventories of competitive merchandise of accounts signed:

Tires	3,176 units
Tubes	2,098 "
Batteries	610 "

General Comments

Good progress has been made during the first ten days. We can reasonably expect some real tangible evidence of merchandise movement within the next thirty days.

Initial contacts and presentations have been made 1598 with the majority of all accounts assigned and in every case supply points have been established and all details worked out to the mutual satisfaction of all concerned.

The general reaction of all types of Atlantic accounts has been very favorable and there has not been one single instance where the Goodyear program was not acceptable.

Competitive merchandise inventories were extremely heavy, which has affected our immediate sales during initial contacts.

Excellent cooperation is being received from the Atlantic-Newark organization.

As suggested by you, we will send you a weekly progress report and at the end of each month will get the sales figures to you at the earliest possible time which will be in advance of our official figures.

Sincerely,

Manager—Petroleum Sales Dept

S A Gaylord
lfm

1600.

COMMISSION EXHIBIT NO. 21.

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

July 10, 1950

TBA SJH

T.B.A. Goodyear Commission Plan

Mr. S. A. Gaylord, Manager,
Petroleum Sales Department,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio.

Dear Mr. Gaylord:

Thank you for your letter of July 5th and the reassurance that it contained about the several types of deliveries on which commissions are paid on the various products that comprise the T.B.A. line.

Another question comes up about chains. The instructions issued by your accounting people indicate that commissions will not be paid on chains except on direct factory shipment. Our service stations do quite a bit of chain business when we have ice and snow, but the majority of them are not in a position to order their requirements on a direct factory shipment basis. We expect, therefore, that our dealers' chain business will develop principally on a local delivery basis, and certainly think that some method should be devised whereby we can be properly credited for commissions on all such transactions.

Cordially yours,

S. J. Heideman

1602

COMMISSION EXHIBIT NO. 22.

January 23, 1951

Mr S J Heideman
Atlantic Refining Company
260 South Broad Street
Philadelphia, Pa

Dear Syd:

We were pleased to receive your letter of January 19th and your comments with respect to our 1951 Advertising Book.

You certainly have proved that you looked it over pretty carefully as noted by your remarks concerning the absence of a T.B.A. Display Package.

This is the first year since shortly after the war that we have taken out the T.B.A. Display Package. The reason is quite obvious since our sales of this specific package did not justify its continuance in our advertising line.

As a substitute, however, we have decided on a small package Display Service, which is listed on Page 30 of our Dealer Advertising Book.

The reason that have been given us by our Field Organization and which largely influenced us in eliminating the regular T.B.A. package was the fact that there was too much material for the Service Station to use and the cost of \$8.50 per year for the service.

The small Display Package mentioned above will give each Service Station some special display material at the three peak periods during the year which will adequately tie in with our national promotions. At the pitiful price of \$1.50 delivered we hope that a substantial number of these packages will be sold.

The display package such as used during your change-over in the Newark District was supplied especially for this

occasion and we are advised by our Advertising Department that any future requirements for similar purposes will be taken care of.

In our phone conversation Saturday you mentioned that the identification problem was not yet settled. I have talked with Paul Fritsch and find that he will be in 1604 New York on February 6th and 7th and I would like to suggest that if convenient that we have Mr Fritsch drop by Philadelphia and discuss this phase of our activity with whomever is necessary in order to finalize this problem.

We will appreciate it if you will advise if this date is satisfactory.

I have discussed the rest of our conversation with Mr Holt and you undoubtedly have or will be contacted.

Kindest personal regards.

Yours very truly,

Petroleum Sales Department

J W Basista

lfm

1606

COMMISSION EXHIBIT NO. 23.

Oil Company Sales Material 1950

Advance Information—Details to Follow

We have in production three colored motion pictures, which will be ready with prints complete and ready to go no later than March 1st. These are designed primarily as Service Station Dealer Training Material.

We believe these three pictures will be the most effective that we have ever produced from the standpoint of more satisfactory sales results.

Our Oil Company material is designed primarily for

Dealer Meetings. We have planned this year to get our Oil Company accounts to conduct these meetings themselves as a part of their regular Sales Program and will furnish them with a reasonable number of prints for that purpose.

All three of the pictures can be run at the same meeting, or can be used separately for individual meetings.

Details, as follows:

Tire picture—title "Closing Time" 25 minutes

Battery picture—title "We, the Customer" 15 minutes.

Accessory picture—title "Just Between Us" 15 minutes

"Point of sale" material and Tire Buyer's Guide book as announced in our letter of January 10th.

Material of this type is the most effective ever used with Service Station accounts. The new book will sell to Dealers at \$1.50, which does not cover the cost of the 3-ring binder used.

We are developing a colored slide film featuring the Tire Buyer's Guide, which can be used in connection with the above motion pictures or separately.

At the conclusion of Dealer Service meetings we intend to furnish attending Dealers copies of meeting material covered, also order blanks for Tire Buyer's Guide with the suggestion that Dealers attending may place their orders immediately for same.

We have a special Service Station Edition of the Goodyear 1950 Advertising Book outlining program, which will be furnished our Oil Company accounts in fair quantities. We want to feature Multiplex Display fixtures and poster service for Oil Company accounts again in 1950. This material is featured in the 1950 Advertising Program.

We also plan to furnish Oil Company accounts the 1608 Goodyear Merchandiser. There will be ten issues as in 1950. The first issue will be released during the

coming ten days, covering the main points of the 1950 Advertising Program in advance of Advertising Conferences.

There will be nine other issues featuring sales promotions, sales promotion recommendations, dealer meeting guides, etc.

S A Gaylord

Manager—Petroleum Sales Dept

1724 COMMISSION EXHIBIT NO. 24.

Confidential

District Managers

Philadelphia

Newark (Operation June 1950)

Albany

Hartford

Syracuse

Boston

Buffalo

Subject: Atlantic Refining Company

This outline supplements information given you by Mr McConky relative to additional territory assigned to us in the sale of Goodyear Tires, Batteries and Accessories under the Sales Commission Plan.

Due to urgency of getting this information to you as soon as possible Mr McConky has suggested it be sent you direct rather than through his office, which would be normal procedure.

Naturally, there will be a question in the minds of many as to why we are taking on this new distribution now. Since truth is always better than fiction we will give you the background which led up to the decision by our Management.

As you know, we have recognized the desirability of Atlantic distribution for many years and the need for more oil company distribution in the new territory now assigned to us, which represents more than 50% of the Atlantic T.B.A. sales and potential.

Early last year when supplies were plentiful and signs for the future pointed to over-production and increased competition, we mutually agreed on the marketing experiment with Atlantic in our respective Newark District territories with a commitment for expanded territory if the Goodyear Commission Plan proved successful—which it did.

It is true that even at a late date we could have withdrawn from our commitment to Atlantic, however, we would have been out of the account for keeps and our competition, which placed no restrictions on moving in, would have the account 100%.

While at the present time we have no assurance of any immediate improvement in the critical supply situation we all must fully recognize that the present shortage is an artificial one which, barring an all-out war, will end very suddenly when the government stops its stock piling program.

In the meantime we have a definite commitment with Atlantic and plan to live up to it to the best of our ability. The decision of our Management was made after consideration of all factors and particularly because it gave Goodyear the opportunity of entering into a long-term relationship with Atlantic providing our performance is satisfactory. Naturally, Atlantic Management expects improved sales results as an important factor or would not consider making a change to Goodyear at this time.

Mr McConky will be talking with you during the coming week in regard to supplies and you will secure full cooperation from your Atlantic District Manager as to the 1950

sales results for Tires, Batteries and accessories in your territory in order to determine sales volume expectancy in your territory.

1726 We are working with Mr Harper and his staff toward augmenting our warehouse stocks of Batteries and C & H M to accommodate taking on Atlantic volume.

The Marketing Regions assigned to Goodyear are, as follows:

- (1) Philadelphia and New Jersey
- (2) New York
- (3) New England

Attached you will find a listing of Atlantic Personnel showing break-down of each region by Districts, which you are already familiar with.

You have been advised of the Sales Organization Meetings to be held in each of these regions, as follows:

Feb. 27 Philadelphia—Ben Franklin Hotel

Feb. 28 Providence—Narragansett Hotel

Mch. 1 Syracuse—Onondaga Hotel

These meetings will be attended by Sales Personnel of both companies, commencing at 1 P.M. each day and followed by a Cocktail Hour and Dinner.

Program for these meetings is herewith attached.

You will attend this meeting so lengthy comment regarding it are unnecessary.

The meeting will be opened by an Atlantic Official who will make the announcement of the change to Goodyear and the reasons for it.

He will probably indicate plans of making announcement to Atlantic Dealers by letter and by joint Atlantic-Goodyear meetings for Atlantic Dealers, to be followed by solicitation and presentation of the Goodyear franchise.

Mr McConky will key-note for his Division. He will welcome the opportunity and pledge strong support and co-

operation. No doubt he will stress the importance of Atlantic and Goodyear personnel getting acquainted and teaming up together when presenting the Goodyear franchise to Atlantic Dealers. Because the Atlantic Sales Representative has the "in", but cannot be expected to know the Goodyear story at the start, so by team work the Goodyear Sales Representative will make the presentation and also assist in training the Atlantic Representatives.

Mr McConky will also introduce you—you in turn can speak for your District organization—seconding Mr McConky.

At those meetings attended by more than one District Manager Mr McConky will probably introduce each of you and also speak for you.

Balance of program is Goodyear presentation by Department Managers as shown.

Mr Mayl, speaking for Goodyear, will give full Management endorsement to the new Atlantic Marketing arrangement. Atlantic Head Office Management will do the same when closing the meeting.

1728 Three special displays for these three opening Organization Meetings at Philadelphia, Providence and Syracuse have been shipped for these meeting as you have been advised by Mr Jones.

Mr Jones will provide one or two of his men one day in advance of each of these meetings to supervise proper installation, stocking, displays, etc. In connection with this it will be advisable to secure from the hotels flood lights, spot lights for these displays as we have not provided any special lighting.

After these meetings the Districts are to hold these displays to be used in connection with Atlantic Dealer Meetings that follow.

Since Jones' men will not be available to assist in setting up these displays for the Atlantic Dealer Meetings we

suggest that the personnel that you assign to assist Mr Jones' Representative in setting up for the first meeting should then be given the responsibility of setting up the display for your Atlantic Dealer Meetings.

It will probably be necessary in most cases at least to hire a truck to transport this equipment from one town to another. The cost of this should be charged to Budget S-94A—Department 706.

Mr Jones is also shipping three additional and identical displays for the following Districts:

Albany—Buffalo—Hartford

These to be used for Atlantic Dealer Meetings.

Due to the limited space in some of the hotels it may not be practical to use the entire display at all meetings. There is also a possibility of duplication of meeting dates, in which case it will be necessary for the District to develop another display for the smaller meetings which may occur at the same time.

We understand the Newark District will only have one Dealer Meeting at Newburg, N Y. For that meeting we will suggest that the same display which was used at the Phillipsburg Meeting this week be set up.

Temporarily at least we are not charging the Districts for the cost of these displays. At the conclusion of your Dealer Meetings we will expect each District to sell the material. A separate letter is being written on this subject giving you the full detail and District Managers will be expected to follow this detail.

In connection with the meetings at Philadelphia, Providence and Syracuse it will be the responsibility of the District to furnish a 16 mm motion picture machine and slide film projector, also a large screen and experienced operator.

Equipment from the District should be inspected and put in first class condition, otherwise first class equipment

should be rented. The cost of this, plus the cost of a union operator, if necessary due to restrictions should be charged against Budget S-94A—Department 706.

In connection with the properties necessary for 1730 conducting the Sales Organization Meetings at these three points. We are showing motion picture "House of Goodyear". This film will be brought in from Akron to Philadelphia and from there to the other meetings by Mr Basista, also the slide film which will be used by Mr Harper.

We are also shipping to the attention of District Managers material shown on the attached list to be used by Mr Zonsius and Mr Harper.

We are also shipping, marked for your attention, 100 Goodyear pens which are to be used as favors at the dinner.

With reference to the Cocktail Hour, which will be announced by Mr Mayl, our suggestion would be that we have open bar service for a period of about an hour with proper facilities, help, etc to handle number attending.

General Information Regarding Atlantic-Goodyear Marketing Arrangement

Our agreement with Atlantic covering Goodyear Tires, Goodyear Batteries and Goodyear Car and Home Supplies will be the Sales Commission Plan.

Complete Operating Instructions will be issued to all Districts within the new marketing area assigned to Goodyear.

After your Dealer Meetings and when solicitation of Atlantic Dealers starts will suggest that you consult with your Operating Manager, also with the Atlantic local Management, your Representatives and the Petroleum Representative assigned to the account to coordinate and work plans so that the G-1209 forms will be promptly issued and signed at the time each account is sold. Then set up

proper mechanics so that the G-1204's will be issued monthly in accordance with our instructions.

We also used a special introductory advertising and display package at Newark which was sold Atlantic dealers at a cost of \$2.50. A list of the material in this package is shown on the attached sheet. We are making up stock and will ship quantities to your District within a few days, advising you as to quantities, etc.

This package was sold Atlantic Dealers at Newark practically 100%, mainly because it is an outstanding value, and the same procedure should be followed when signing up Atlantic Dealers in your territory.

At Newark we also worked out an arrangement with Atlantic whereby we adjusted Lee Tires with Goodyear replacements. Atlantic are obligated with a Road Hazard Warranty. The general procedure has been to have the Lee Tires sent in to our Districts for adjustment under the Road Hazard Warranty, also under the Defective Workmanship and Material Guarantee.

Complete instructions as to handling this will be issued by our Field Operating Department, also our Service Department.

We are also planning for additional Goodyear personnel to handle and coordinate the Atlantic account.

One man headquartering at Philadelphia responsible for Atlantic Head Office contacts and also responsible for contacts with all Atlantic Districts assigned to Goodyear and proper coordination of the program as between Atlantic and Goodyear organizations.

1732 One man headquartering at Philadelphia working with Atlantic Philadelphia and Suburban District, South Jersey and Newark Districts.

One man headquartering at Providence working with Atlantic Districts in New England Regions—

Providence
Worcester
Springfield

Hartford
Fall River
Boston

New Haven
Bridgeport

One man headquartering at Syracuse—New York Region
contacting

Syracuse
Buffalo

Binghamton
Rochester

Watertown
Albany

Mr. McConky is working on these new assignments and we are hopeful that the men will be available at least to attend the three opening meetings.

In addition to the above personnel, Joe Basista and myself will be available to assist and we will probably have some extra personnel assigned particularly in the Philadelphia and South Jersey Regions to assist temporarily in the solicitation of Atlantic Dealer accounts.

Our Advertising Department are working on an identification program which will be submitted to Atlantic Head Office for approval shortly.

Handling Costs in Connection with all Atlantic Meetings

Please write this department a letter giving us confirmation of the estimated cost of all meetings which you have in most cases given us by long distance phone.

This should include all meetings and dates as soon as they are scheduled.

Charges for meetings are to be paid by Districts and journaled against Dept. 706-Akron, Budget #S-94A.

Goodyear will pay the cost of introductory Sales Meetings at Philadelphia, Providence, Syracuse, also Atlantic Dealer Meetings to follow.

Bulletin boards at hotels should indicate meetings, as follows:

“Atlantic-Goodyear Meeting”

Time and Location

The suggested outline for the Atlantic Dealer Meetings is herewith attached.

It need not be handled exactly as it is a program which you should work out with your Atlantic District Manager and agree on.

Based on experience, the meeting should not run later than 10:00 P M, though the Dealers should be invited to inspect the display and meet the Goodyear personnel, if they desire to do so.

1734 We understand Atlantic will issue invitations for the Dealer Meetings. We also understand it will announce the change to Goodyear by letter, similar to the one attached, so it will not be necessary to have the Goodyear display covered as is indicated in the meeting outline.

Immediately following the three introductory meetings at Philadelphia, Providence and Syracuse and after you have coordinated the entire program with your Atlantic District Manager, it will probably be advisable for you to have a meeting with your sales personnel and brief them on the entire Atlantic program in detail as to what will be done at the Dealer Meetings and the plan for soliciting the Atlantic Dealer immediately thereafter.

Based on our experience it will be necessary to have the Atlantic sales people and the Goodyear Representatives team up together and start solicitation immediately following the Dealer Meetings.

The Atlantic Representative will have the "in" with the account and the Goodyear Representative can then present the Goodyear Franchise. Each Goodyear Representative should have his copy of the Goodyear Franchise Presentation for this assignment.

Two purposes will be accomplished by this teaming activity—first—the Atlantic Salesman will learn the basic details of our Franchise Presentation and, secondly—our Goodyear Salesmen will be very favorably introduced to

the account through the sales influence of the Atlantic Representative, also bring up this point with your men.

Head Office Management of Atlantic will make it clear to their organization that the Goodyear T.B.A. Franchise has been selected because by testing they have determined it is the best proposition for Atlantic Dealers. It will be presented to them on a straight sales basis. In other words, no unorthodox methods will be tolerated and our sales people should be governed accordingly.

Atlantic Dealer Meetings

In discussing this with Atlantic District Manager we believe that he will desire to open the meeting, as we have indicated on the program, placing special emphasis to his Dealers "Why Goodyear". In other words, Atlantic have for several years studies what is the best long-term arrangement for Atlantic Dealers and after several tests and experiments selected Goodyear.

The Atlantic District Manager will then tell his Dealers that the Atlantic Salesmen and his Goodyear counter-part will call on them and present the Goodyear proposition asking that it be given careful consideration.

From that point you will take over the program and it actually becomes a straight Dealer Meeting, which you are very familiar with. Suggested outline and some of the points you may want to cover is herewith attached.

The three pictures "House of Goodyear"—"Closing Time"—and "We the Customer" shown on the program will be furnished by us from Akron providing with have a complete schedule and dates far enough in advance of your meetings.

One of the most necessary things in all of these 1736 meetings is to be sure that the Goodyear and Atlantic personnel become well acquainted as quickly as possible and a close relationship be maintained.

As previously stated, the Petroleum-Sales Department stands ready to assist you in every way possible in coordinating this entire program and, of course, we will see you at the three introductory meetings this week and discuss more in detail any questions or plans which you care to bring up.

S A Gaylord

1738

COMMISSION EXHIBIT NO. 25.

Proposed Outline of Meeting

Atlantic-Goodyear

Sales Organization Meeting

1:00	Atlantic Regional Manager announces program: also introduces Goodyear Division Manager	20 min.
1:20	F. W. McConky, Jr.—N.E. Division Mgr. Goodyear T & R Co	10 "
1:30	Goodyear District Mgr.	5 "
1:35	"House of Goodyear"—Motion Picture	35 "
2:10	Recess	10 "
2:20	Selling the Goodyear Franchise—J A Lewin	20 "
2:40	Goodyear Tire & Tube Sales—K C Zonsius	60 "
3:40	Recess	10 "
3:50	Goodyear Battery Sales—H G Harper—Mgr Associated Mdse. Goodyear C & H M (Accessories)—H G Harper	60 "
4:50	Goodyear Service Station—Dealer Training & Promotional Material—J A Lewin	20 "
5:10	Stretch	5 "
5:15	Goodyear—Akron Mr J E Mayl, Vice President	10 "
5:25	Atlantic Refining Company Close—District Mgr. or Head Office Meeting to close at 5:35 P M	10 "

Mr Mayl to issue invitation to Goodyear Cocktail Hour and Dinner starting at 6:30 P M

2430

Commission Exhibit No. 26.

1740

COMMISSION EXHIBIT NO. 26.

Suggested Atlantic-Goodyear Introductory
Dealer Meeting

7—8:30 Dinner

8:30 Atlantic District Manager

Introduce ARCO Visitors

Announcement—"Atlantic is Going
Goodyear"

Unveil Displays

9:00 Goodyear District Manager

Introduce Key, Liaison, Sales Personnel, etc.

"House of Goodyear"

"Closing Time"

"We The Customer"

9:45 Atlantic District Manager

Introduce TBA Manager—

A Natural for Plus Sales and Profits

10:00 Close Meeting

Meet Goodyear Representatives and Invite
Questions and Answers and Inspection of
Displays

1742

COMMISSION EXHIBIT NO. 27.

Goodyear District Manager Presentation
(Atlantic Dealer Meeting)

Outline

Introduction of Goodyear Personnel.

After years of courtship Atlantic and Goodyear have wed, and, believe us fellows, it wasn't a shot gun wedding. We are sure it will be a long and successful relationship.

Atlantic thoroughly studied and actually tested the Goodyear program in the Atlantic-Newark District.

It's unquestioned success is one of the main reasons for the decision to go Goodyear.

We welcome wholeheartedly this merger. Evidence of our sincerity—tying up with Atlantic at this crucial time.

Building for the future. We have recognized Atlantic is one of the largest and most aggressive companies in the Oil business.

As leaders in the rubber industry we are confident this can and will be a winning combination.

What we have to offer—

Best quality

Complete T.B.A. lines

Greatest Acceptance

Most advertising support and sales help

Convenience of supply

Competitive prices

Active, adequate sales training and cooperation

Atlantic and Goodyear will combine efforts to make your business bigger and more profitable.

Goodyear and your Atlantic salesman will call on you together to outline our franchise.

Your cooperation and patience in these days of shortages will be appreciated.

We pledge you we will do all in our power to make you Atlantic Dealers the envy of the Petroleum Industry.

1744

COMMISSION EXHIBIT NO. 28.

The Atlantic Refining Company

Sales Personnel

Territory Assigned to Goodyear

President:

R H Colley 260 South Broad St., Philadelphia, Pa

Executive Vice President

H Supplee, Jr

Domestic Sales Department

D T Colley, Vice President & General Manager

Product Sales & Sales Development Division

F M Neall, Manager

Sales Promotion Section

E R Cox, Jr., Manager

T.B.A. Section

S. J. Heideman, Manager

H K Paxson, Assistant Manager

Sales Operations Division

William Keen, Manager

Credit & Collection Division

William Stockton, Manager

Marketing Regions

Philadelphia & New Jersey

J O Estlow, Regional Manager

E D Walter, Manager, Sales Group

E D Stanton, Direct Marketing Supervisor

W J Jackson, T.B.A. Co-ordinator

Philadelphia & Suburban District
F C Bowman, District Manager

South Jersey District
C W Feld, District Manager

Newark District—85 Doremus Avenue, Newark,
New Jersey

A R Sanborn, District Manager

New York—Syracuse Savings Bank Building, Sy-
racuse, New York

G V Ostrander, Regional Manager

W S Shockley, Manager, Sales Group

W T Bell, Direct Marketing Supervisor

L K Maisel, T.B.A. Co-ordinator

Syracuse District—540 Solar Street, Syracuse,
N Y

R H Gillum, District Manager

1746 Buffalo District—P O Box 11, Station B, River
Road, Buffalo, N Y

H J Van Nortwick, District Manager

Binghamton District—227 Front St, Binghamton,
N Y

D F McSparran, District Manager

Rochester District—1840 Lyell Avenue, Rochester,
N.Y.

W W Hamilton, District Manager

Watertown District—58 Public Square, Water-
town, N Y

A C Walker, District Manager

Albany District—P O Box 71, Rensselaer, N Y

N A Butterfield, District Manager

New England—430 Hospital Trust Building, Providence, R I

H W Jollie, Regional Manager

M G Davis, Manager, Sales Group

C A Walsh, Jr., Direct Marketing Supervisor

T L Walsh, T.B.A. Co-ordinator

Providence District—Barrington Parkway, Kettle Point, R I

L E Wilson, District Manager

Worcester District—North Prescott & Byron Sts., Worcester, Mass

R A Batchelder, District Manager

Springfield District—1075 Page Boulevard, Springfield, Mass

O K Schmid, District Manager

Hartford District—1351 Main Street, East Hartford, Conn

L E Card, District Manager

Fall River District—51 Purchase Street, Fall River, Mass

A E Lofquist, District Manger

Boston District—Park Square Building, Boston, Mass

C F Favorite, District Manager

New Haven District—Alabama Avenue & Waterfront, New Haven, Conn.

W F van Haagen, District Manager

Bridgeport District—3 East Avenue, Bridgeport, Conn

B. H Lasseter, District Manager

Purchasing Department

J S Parks, Purchasing Agent, 260 South Board St.,
Philadelphia, Pa

M S Charlton, Assistant Purchasing Agent

C F Bergh, Buyer—T.B.A.

Note: Goodyear District Managers to contact at District Manager level, also Regional Marketing Supervisors and T.B.A. Co-ordinators.

Goodyear Petroleum Representatives work closely with Co-ordinators, District Managers and Sales Personnel.

1748

COMMISSION EXHIBIT NO. 29.

(Sample of Atlantic Letter to Dealers, Etc.)

To Atlantic Dealers

To Atlantic Petroleum Distributors

Here is the most important T.B.A. news ever sent you by Atlantic. Very shortly the complete Goodyear line will be available through your Atlantic salesman. You will be notified as to the exact date the new program will become effective. In the meantime, we will continue to supply you to the best of our ability with our present T.B.A. line.

The decision to make this change in the T.B.A. program to that of Goodyear was made only after thorough testing to determine the advantages for Atlantic dealers. The results of these tests showed that the Goodyear program offered very real benefits.

The Goodyear plan includes new sales possibilities. A complete line of tires, batteries, and Car and Home Merchandise is available. This change in policy opens a door to new profits. The reason for offering this new line of T.B.A. products is to present to dealers and distributors

a program which, in our opinion, can provide the maximum in sales potential as well as better support for overall petroleum Marketing.

With the announcement of the effective date of the new program, the merchandising and distributing of the present T.B.A. line will be continued only to the extent of remaining inventories.

1750

COMMISSION EXHIBIT NO. 30.

Atlantic-Goodyear Sales Organization Meeting
Props and Meeting Materials

- (1) Display Equipment shipped Air Express to Hotel Display Merchandise—to be furnished by District and Suppliers.
- (2) Chrome Pens—Shipped Air Express to Districts—Attention District Mgrs. Animated Pencils—Shipped Attention District Mgr. for Dealer Meetings
- (3) Product Data Book (2) shipped P P to District—attention District Mgr.
- (4) Car and Home Catalogues with Dealer & Distributor Price Lists shipped to District—Attention District Manager
- (5) Introductory Advertising & Display Package shipped to District Mgr. for Dealer Meetings.
- (6) B-256—Ready Reference Chart
- (7) B-198—Price Lists—Auto Tires & Tubes
- (8) B-224—Price Lists—Truck Tires & Tubes
- (9) B-304—Consumer Prices Goodyear Battery
- (10) B-166—Battery Policy and Sales Program
- (11) B-309—Zone Wholesaler Price—Goodyear Batteries
- (12) B-318—Consumer Prices—Resolute Batteries
- (13) B-322—Service Distributor Prices—Resolute Batteries

Shipped Parcel Post to Districts—Attention District Manager

- (14) Fil "Hour of "Goodyear" (Short Version)
- (15) Film "We the People" } For Dealer
- (16) Film "Closing Time" } Meetings
- (17) Film "Goodyear Battery Fran- } Akron to
chise Presentation" } supply
- (18) 16 MM Motion Picture Projector—District to supply. Be sure it is in good working order. Also supply extra projector bulb.
- (19) Slide Projector—District to supply. Be sure it is in good working condition.
- (20) Large Motion Picture Screen. District to supply.
- (21) Motion Picture Operator. District to supply. Can arrange through Bell and Howell.
- (22) Speaker's stand with light. Ask the hotel to supply. If advisable public address system.

1752

COMMISSION EXHIBIT NO. 31.

Goodyear Introductory Package for Atlantic Dealers

(Contents)

- 1 Tire Buyer's Guide
- 1 Temporary Goodyear Sign 24x43
(Water Resistant Heavy Paper)
- 2 Metal Tire Stands
- 5 Tire Centers (Marathon out)
- 5-6 x 26 Streamers (paper)
- 4-14 x 42 Banners (paper)
- 2 Stack Signs "Let's Trade Tires" etc.
- 1 LifeGuard Demonstrator (S-2202)
- 1 Puncture Seal Demonstrator (S-1309)
- Special introductory price to Atlantic Dealers \$2.50
(\$6.50 Value)

Packages shipped to all Districts from Akron—to be sold when signing Atlantic Dealers.
(Also sell Price Book and Service)

2438

Commission Exhibit No. 32.

1754

COMMISSION EXHIBIT NO. 32.

Inter-Office Communication from W. E. Blank—
Battery Sales

Date 2/28/51

Attention of: L. A. Knight

Copies to: J. C. Goodyear, Akron
Goodyear, Akron

Subject:

Goodyear have been successful in obtaining the business of the Atlantic Refining Company, which was formerly served by Exide.

This account is very important to Goodyear and they have requested our full cooperation in giving Atlantic orders top service. Goodyear have told us to give top priority to all Atlantic orders until further notice.

Releases from Goodyear for Atlantic stations will be marked "Atlantic Order" and we are to mark invoices to Goodyear "Atlantic Dealer" so that they may recognize deliveries to this account.

Please alert all of the people handling orders at the Niagara Falls factory to do their very best job to help Goodyear build this business.

Yours very truly,

W. E. Blank

W. E. Blank
mjn

1756

COMMISSION EXHIBIT NO. 33.

Akron

March 12, 1951

District Operating Managers

CC: District Managers

Atlantic-Lee Adjustments

Goodyear and Atlantic have entered into an agreement whereby we will adjust Lee Tires for Atlantic Dealers. Further, that the adjustment loss incurred by this agreement will be divided equally between both companies.

Report

In view of the above and to insure proper handling, districts will prepare the following report at the end of each quarter.

1	2	3	4	5	6	7	8	9
Inv #	Dealer's Name	Item & Serial #	B-19A #	Defective Condition	Amt of Wear	Adjusted Price	Dealer's Normal Buying Price	Net Loss (Col 8 Less Col 7)

Note: In some instances the dealer's normal buying price (Column 8) will be unknown as the Atlantic Dealer may be buying Goodyear merchandise through a Supplying Dealer. In these cases, Districts are to contact the Supplying Dealer for the account's normal buying price. District Manager's assistance should be requested if needed.

Report will be prepared in triplicate and will be distributed as follows:

- 1—S J Heideman, Atlantic Refining Company Home Office
- 2—Applicable Atlantic Regional Office
- 3—District File Copy

Tires Scrapped at the District

All Lee adjusted tires will be scrapped locally at the District by cutting the beads and selling for scrap. The amount of revenue derived from the sale of these tires will be credited to Net Loss (Column 9) above.

Those Lee Tires, which are adjusted on the Time Guarantee Certificate, require attachment of this certificate to that copy of the above quarterly report forwarded to S J Heideman.

District Accounts Receivable

Immediately after preparation of the above report, districts will issue journal ticket debiting Atlantic for their share of adjustment loss. Journal ticket posted to the Sundries Account will debit 207 Accounts Receivable and credit account 007 Adjustment Loss. Acknowledge check from Atlantic covering their portion of this loss on G-1053C cash receipt. Send two extra copies of this journal ticket to Wholesale Field Operating.

G L Wright—Manager
Wholesale Field Operating

1758 COMMISSION EXHIBIT NO. 34.

March 12, 1951

H F Aul—District Service Rep—Philadelphia
R S Colton—District Service Rep—Albany
W O Reid—District Service Rep—Hartford
W W Evans—District Service Rep—Syracuse
J T Miller—District Service Rep—Boston
J W Silk—District Service Rep—Buffalo
cc—District Managers
F W McConky, Jr

Subject: Atlantic Refining Company

Early last year Goodyear entered into an experimental arrangement with the Atlantic Refining Company regarding the sale of Goodyear tires and tubes by a certain group of Atlantic outlets in the Newark District. The arrangement proved so successful that the plan is now being extended to Atlantic Refining Company outlets in the above Districts.

Atlantic outlets have heretofore sold Lee tires. Lee passenger Car Tires were covered by a Lee Time Guarantee. Lee Commercial Truck Tires in the 15" and 16" were also covered by the Lee Time Guarantee. Lee Truck Tires in other sizes were covered only by the regular Industry Warranty against defects in workmanship and material.

Until such time as the supply of Lee tires in Atlantic Refining Company outlets is exhausted, it will be necessary for the District Service Department at above Districts to handle adjustments on Lee tires by replacing Lee tires with Goodyear tires in accordance with the following instructions. Please read these instructions carefully, familiarize yourself with every detail.

H E Ammerman
Manager—Service Department

mh

1760

COMMISSION EXHIBIT NO. 34B.

Instructions for Acting for the Atlantic Refining
Company in Negotiating Adjustments on
Lee Tires

Lee Tires Shipped to the District _____

1. Atlantic Refining dealer handles a claim with a customer at the time it is presented to him. He will replace a Lee tire with a Goodyear tire providing the customer presents an authorized Lee certificate covering the Lee tire.
2. The Atlantic Refining dealer will refer the replaced Lee tire direct to the Goodyear District.
3. The Lee Guarantee Certificate must be presented with the Lee tire. No claim form is needed for the Lee tire, the certificate is sufficient.
4. If the transaction appears to be in order, the District Service Department will replace the Lee tire with a Goodyear tire after the used Lee tire has been received at the District Office and the B-19 form completed.
5. The new Goodyear tire will be shipped to the proper dealers. Lee tires in each case will be replaced with the comparable type of Goodyear tire. (For example—Double Eagle, Super-Cushion, DeLuxe, Marathon.)
6. Set aside a separate block of B-19 and B-19A numbers for Lee tires. Write "Atlantic" on the B-19 form in the space at top of form towards the right corner. Otherwise, make up the B-19 in the regular manner. Do not place any B-19A or B-19C stubs on any Lee tires. Mark the B-19A number with yellow crayon on the tire.
7. Use Goodyear tire condition code for Lee tires on B-19s marked "Atlantic."
8. Allow the 10% handling allowance to dealers on adjustment transactions completed on Lee tires.

1762

COMMISSION EXHIBIT NO. 34C.

Lee Tires Adjusted in the Field at Atlantic
Refining Jobbers or Distributors Who
Now Will Sell Goodyear Tires

1. There may be one or two Atlantic Jobbers in your territory on whom you will want to call regularly. When such calls are made, take along some of the Atlantic B-19s you have set aside for this purpose. Also notify Akron Service Department so that the call can be added to your Field Service Schedule.
2. Show B-19A number in yellow crayon on each tire.
3. Give dealer fourth copy of B-19 Form.
4. Use Goodyear tire condition code for Lee tires on B-19s marked "Atlantic."
5. All Lee tires will be returned to Goodyear District in the regular manner.
6. Process the B-19 Form at the District in the usual manner. Replacements will be made with Goodyear tires as explained for shipped-in tires.

Supplementary Information

In making any and all adjustments on Lee tires, Goodyear is acting for the Atlantic Refining Company.

No Lee Guarantee Certificates covering Goodyear tires will be honored.

The Industry Standard Warranty applies to any Lee tubes which may be presented for adjustment. If defective, they will be replaced with Goodyear tubes. No claim forms are required for Lee tubes.

Any Goodyear tires or tubes which may be presented for adjustment consideration by Atlantic Refining dealers will be handling accordance with our regular Service Department Policy and in same manner as for any other Goodyear dealer.

1764 COMMISSION EXHIBIT NO. 34D.

A standard claim form is required for each Goodyear tire and tube. Do not use B-19 Forms marked "Atlantic" for replacing Goodyear tires or tubes.

Since the adjustment loss for the Replacement of Lee tires will not be shown on Reference #58, Replacement and Loss Report, it will be necessary to keep B-19s for Lee tires separate and apart from B-19s for Goodyear products. White copies of "Atlantic" B-19s should be stapled together and mailed to Akron with copies of B-19s covering Goodyear items. Operating Department should file in regular sequence in B-19 file when they are returned from Akron.

Staple together the canary copies of "Atlantic" B-19s in the same manner and send to the Attention of L Kohnz, Sales Accounting Department, Akron. Please be certain these copies are marked for L Kohnz' attention, otherwise adjustment loss records will be incorrect and loss on Lee tires may be included in your Reference #58 report.

File pink copies of Atlantic B-19s in claim form file under name "Atlantic." There will be no claim form. Certificate will be turned over to Operating Manager for attachment to quarterly report that must go to Atlantic.

Include "Atlantic" B-19 replacements and transactions in the statistical section of your B-66 monthly report.

Do not include Lee tire adjustment losses on Dealer & Store Loss Report, the B-19s coming to Akron covering

Lee tires will provide this information

Batteries

Atlantic Refining Company outlets now handle Exide Batteries. Since Atlantic Refining will receive the 1% allowance on Goodyear Batteries only defective Exide Batteries with less than 90 days of service will be submitted to Service Department for replacement. No other batteries are to be received for consideration.

*1766

COMMISSION EXHIBIT NO. 35.

cc C C Ross
H G Harper
J W Basista
J W O'Neill—Philadelphia

May 1, 1951

Mr S J Heideman
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pa

Subject: Schrader Inventory

Dear Syd:

You will recall that we stated to you verbally that Schrader agreed to accept your inventory and issue credit on basis of your acquisition cost less 10%. After consideration you stated the arrangement would be satisfactory.

Under the above plan Atlantic would ship to Schrader and a credit memo. would be issued which Atlantic would transfer to Goodyear and receive payment from us, which would be somewhat cumbersome and expensive as it would require double handling of the stock in question.

Mr C C Ross, Manager of our Retread and Repair Material Sales, after due consideration and desiring to be fully cooperative with you, will go through with the original proposal on a direct basis. Specifically, he will issue Goodyear purchase order, which will be forwarded to you personally, covering your inventory at your acquisition prices less 10% (Jobber Prices). This offer is based on your acceptance and the quantities listed from inventory you previously submitted, with the understanding the material is new and unused and properly packaged. Shipments to be prepaid to Goodyear Warehouse specified on purchase order, which will probably be Philadelphia.

2446

Commission Exhibit No. 36.

Under this arrangement the loss to Atlantic and Good-year will be about equal.

Please advise.

Sincerely,

Manager—Petroleum Sales Dept

S A Gaylord

lfm

1768

COMMISSION EXHIBIT NO. 36.

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

May 7, 1951

TBA WCH

Schrader Inventory

Mr. S. A. Gaylord, Manager

Petroleum Sales Dept.

The Goodyear Tire & Rubber Co., Inc.

Akron 16, Ohio

Dear Mr. Gaylord:

We will accept your offer for our inventory of Schrader merchandise, as set forth in your letter of May 1.

Will you please issue the Goodyear purchase order to cover the purchase of this material.

Cordially yours,

W. C. Hoffman

m

1770

COMMISSION EXHIBIT NO. 37.

The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pa.

May 28, 1951

TBA SJH

Goodyear Program
Exide Battery Adjustments

Mr. S. A. Gaylord, Manager,
Petroleum Company Sales,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio.

Dear Mr. Gaylord:

It was agreed last week that we would reconsider the basis on which Goodyear would handle adjustments of Exide batteries that had been sold by Atlantic and the claim handling for which, therefore, remained an Atlantic responsibility that must be handled to the satisfaction of both customer and dealer. Since we have the same problem in the other half of our territory which is being served by a different supplier, I am sure it will be of interest to you to review the satisfactory arrangement that has been employed to solve this problem.

We shall appreciate it if you will favor us with your comments or suggestions for a revision of the present battery adjustment program as soon as possible, so that further delays and complications in the field can be averted.

h

Cordially yours,

Enc.

S. J. Heideman

P.S. Atlantic shares with the supplier on a 50-50 basis in losses occurred under this arrangement. In other words, the same basis is used as pertains to tires.

(Written in margin:) Sam: Hulshizer would like to discuss this with Mr. Armerman today if possible. Jack.

2448

Commission Exhibit No. 38.

1772

COMMISSION EXHIBIT NO. 38.

cc H W Hulshizer

June 1, 1951

Mr S J Heideman
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pa

Dear Syd:

Replying to your favor of the 28th on the subject of "Exide Battery Adjustments".

I am enclosing, herewith, a copy of our instructions to the field covering this subject, which will go forward either today or tomorrow.

Under this arrangement it is understood that Atlantic will pay 100% of the loss up to 90 days' service and Goodyear and Atlantic will share the loss on a 50-50 basis on batteries replaced beyond the 90 day service.

With reference to the sixth paragraph in the instruction letter, which will be understood by our people in the field, would like to clarify—for your information Goodyear Dealers will receive 10% of the adjusted price and Goodyear Battery Distributors will receive 20% of the adjusted price, provided they do not get the 1% battery allowance off the face of the battery invoices.

We trust that this arrangement will handle the situation to your entire satisfaction.

Yours very truly,

Manager—Petroleum Sales Dept.

S A Gaylord
lfm

1774

COMMISSION EXHIBIT NO. 39.

Plan for Handling Adjustments for Atlantic Dealers on Exide Batteries To Be Replaced With Firestone Batteries

1. All batteries will be adjusted at retail list price on basis of the Exide guarantee.
The number of service guarantee units or months on Exide batteries is exactly the same as on similar types of Firestone batteries.
2. There will be no reimbursement or handling commission allowed Dealer where replacement price to the customer is equal to or exceeds Dealer's buying price, on a Firestone battery of the same service guarantee.
3. Atlantic Dealer may adjust an Exide battery on the basis of the Exide guarantee by replacing with a comparable Firestone battery having the same service guarantee and charging customer for pro-rata service received on the Exide battery.
4. Firestone will replace Exide battery with a Firestone battery to Dealer on same basis Dealer replaced to customer less 50 cents handling commission where replacement price is less than the Dealer's cost.
5. On all such transactions customer's copy of guarantee certificate must be furnished Firestone together with the adjusted battery. All battery shipments to District Office for adjustment must be prepaid by Atlantic Dealer.
6. If the Exide battery becomes unserviceable within the 90 day service guarantee period, Firestone will honor any replacement the Atlantic Dealer makes. (Dealer will pay transportation costs.)
7. On all such transactions Firestone will deduct adjustment sales or credits in computing sales (monthly S468 reports) for sales commission to Atlantic.

8. Should there be any cases where a supply point replaces an Exide battery with a Firestone battery at a price below their buying cost, Firestone will reimburse supply point for the difference between replacement price less handling commission and the supply point's buying price. On all such transactions the supply point will be charged 1% to offset the adjustment allowance by Firestone (if supply point operating on allowance basis).

Supply points will adjust batteries by replacing with Firestone batteries as outlined above and may obtain credit from District by shipping battery together with customer's certificate to District. However, supply point should handle all possible adjustments of batteries where replacement and handling commission are above their buying price and retain scrap batteries.

9. Where any adjustment is made and the replacement including the 50 cent handling commission is below Dealer's buying price on the Firestone battery—Firestone District Office will furnish monthly as a separate attachment to the monthly S468 reports, a tabulation of each service department credit memo showing the following information and totals:

Credit Memo	Type Battery	Replacement Price to Customer	Dealer Cost	Amount Credit
----------------	-----------------	----------------------------------	----------------	------------------

3-1-51

1776 COMMISSION EXHIBIT NO. 40A.

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

February 9, 1951

TBA SJH

Mr. J. E. Mayl, Vice-President,
Goodyear Tire and Rubber Co.,
Akron 16, Ohio.

Dear Joe:

Our various marketing regions have asked for information concerning the number and locations of supply points that you have in the territory covered by Atlantic. In order to assist you in supplying us with this information by marketing region, we list on the attached page the states that comprise each of the several regions. It will be helpful, too, in supplying this information, if you will distinguish between individual wholesalers and your own controlled supply points.

It is hoped that you have such information assembled and that there will be no objection to supplying it promptly, as it will be one of many factors involved in the consideration of the Goodyear Commission Plan.

Cordially yours,

Syd

S. J. Heideman

h

Enc.

P.S. The maps forwarded Mr. Gaylord the latter part of December should be an aid in establishing these boundaries.

Atlantic Marketing Regions

Region	Territory
New England	Vermont New Hampshire Massachusetts Rhode Island Connecticut
New York	New York State
Philadelphia-New Jersey	New Jersey Pennsylvania as follows: All Philadelphia County Portions of Bucks, Delaware, Montgomery, Chester Counties
Eastern Pennsylvania	Eastern Half of Pennsylvania Delaware Eastern Shore of Maryland and Virginia
Western Pennsylvania	Western Half of Pennsylvania Panhandle of West Virginia Ohio Northern portion of Maryland
South	Maryland West Virginia Virginia North Carolina South Carolina Georgia Florida

2453

COMMISSION EXHIBIT NO. 41A.

G-1209

This is the form used to evidence approval by the oil company and Goodyear of an account with respect to our sales to which commission will be paid to the oil company.

1871

1780

GOODYEAR DISTRICT		DATE ISSUED	DATE EFFECTIVE	SUCCESSOR	NEW ACCT.	CHECK ONE REMOVE <input type="checkbox"/> CHANGE <input type="checkbox"/>	
OIL COMPANY	DIV. OR DIST. OFFICE	STREET & CITY ADDRESS			OIL COMPANY SALES AREA		
LIST SUPPLY POINTS BELOW:		IS THIS ACCOUNT AN APPROVED GOODYEAR CAR & HOME WHOLESALE? CHECK ONE YES <input type="checkbox"/> NO <input type="checkbox"/> TYPE OF OIL ACCOUNT: CROSS OUT ONE OIL COMPANY FRANCHISE JOBBER OR DISTRIBUTORS OIL COMPANY DEALER (NOT JOBBER OR DISTRIBUTOR)					
DEALER REPLACED		APPROVED _____ GOODYEAR DISTRICT MANAGER					
SPECIAL INSTRUCTIONS—		APPROVED _____ OIL CO. REPRESENTATIVE					
PARTICIPATING OIL COMPANY ACCOUNT:							
PROPRIETOR'S NAME	ST. ADDRESS	COUNTY	CITY	STATE			
TRADE NAME OR STYLE (IF ANY)			GOODYEAR FIELD REPRESENTATIVE				
			NAME _____ TENR. NO. _____				

COMMISSION EXHIBIT NO. 41C.

2455

GOODYEAR DISTRICT		DATE ISSUED	DATE EFFECTIVE	SUCCESSOR	NEW ACCT.	CHECK ONE REMOVE	CHANGE
OIL COMPANY	DIV. OR DIST. OFFICE		STREET & CITY ADDRESS		OIL COMPANY SALES AREA		
LIST SUPPLY POINTS BELOW:			IS THIS ACCOUNT AN APPROVED GOODYEAR CAR & HOME WHOLESALE? CHECK ONE * YES <input type="checkbox"/> NO <input type="checkbox"/>				
			TYPE OF OIL ACCOUNT: CROSS OUT ONE OIL COMPANY FRANCHISE JOBBER OR DISTRIBUTORS OIL COMPANY DEALER (NOT JOBBES OR DISTRIBUTOR)				
DEALER REPLACED			APPROVED _____ GOODYEAR DISTRICT MANAGER				
SPECIAL INSTRUCTIONS~			APPROVED _____ OIL CO. REPRESENTATIVE				
PARTICIPATING OIL COMPANY ACCOUNT:							
PROPRIETOR'S NAME		ST. ADDRESS	COUNTY	CITY	STATE		
TRADE NAME OR STYLE (IF ANY)				GOODYEAR FIELD REPRESENTATIVE NAME 1784 TERM NO.			

GOODYEAR DISTRICT		DATE ISSUED	DATE EFFECTIVE	SUCCESSOR	NEW ACCT.	CHECK ONE REMOVE <input type="checkbox"/> CHANGE <input type="checkbox"/>	
OIL COMPANY	DIV. OR DIST. OFFICE	STREET & CITY ADDRESS			OIL COMPANY SALES AREA		
LIST SUPPLY POINTS BELOW:				IS THIS ACCOUNT AN APPROVED GOODYEAR CAR & HOME WHOLESALE? CHECK ONE YES <input type="checkbox"/> NO <input type="checkbox"/>			
				TYPE OF OIL ACCOUNT: CROSS OUT ONE			
				OIL COMPANY FRANCHISE JOBBER OR DISTRIBUTORS			
				OIL COMPANY DEALER (NOT JOBBER OR DISTRIBUTOR)			
DEALER REPLACED				APPROVED _____ GOODYEAR DISTRICT MANAGER			
SPECIAL INSTRUCTIONS—				APPROVED _____ OIL CO. REPRESENTATIVE			
PARTICIPATING OIL COMPANY ACCOUNT:							
PROPRIETOR'S NAME		ST. ADDRESS	COUNTY	CITY	STATE		
TRADE NAME OR STYLE (IF ANY)				GOODYEAR FIELD REPRESENTATIVE 1786 TERR. NO.			
				NAME			

COMMISSION EXHIBIT NO. 41E.

2457

GOODYEAR DISTRICT		DATE ISSUED	DATE EFFECTIVE	SUCCESSOR	NEW ACCT.	CHECK ONE REMOVE <input type="checkbox"/> CHANGE <input type="checkbox"/>	
OIL COMPANY	DIV. OR DIST. OFFICE	STREET & CITY ADDRESS		OIL COMPANY SALES AREA			
LIST SUPPLY POINTS BELOW:		IS THIS ACCOUNT AN APPROVED GOODYEAR CAR & HOME WHOLESALE? CHECK ONE YES <input type="checkbox"/> NO <input type="checkbox"/> TYPE OF OIL ACCOUNT: CROSS OUT ONE OIL COMPANY FRANCHISE JOBBER OR DISTRIBUTORS OIL COMPANY DEALER (NOT JOBBER OR DISTRIBUTOR)					
DEALER REPLACED		APPROVED _____ GOODYEAR DISTRICT MANAGER APPROVED _____ OIL CO. REPRESENTATIVE					
SPECIAL INSTRUCTIONS—							
PARTICIPATING OIL COMPANY ACCOUNT:							
PROPRIETOR'S NAME	ST. ADDRESS	COUNTY	CITY	STATE			
TRADE NAME OR STYLE (IF ANY)			1788 GOODYEAR FIELD REPRESENTATIVE				
			NAME		TERR. NO.		

REPORT OF PURCHASES FROM GOODYEAR BY OIL COMPANY ACCOUNTS

1761

Name of Oil Company _____

Goodyear District _____

Oil Company Division or District Office _____

Report of Purchases for Period of _____ to _____ 195

Goodyear Field Repr. Name _____ Terr. # _____

Oil Co. Sales Area _____

#	NAME OF PROPRIETORS	TRADE NAME	ADDRESS	ACCT. CLASS New Used On C.R. Approved C. & E. W. Wholesaler	* MOUNT OF PURCHASES (NET TO NEAREST DOLLAR)							
					CURRENT MONTH				YEAR TO DATE			
					New Tires and Tubes	Goodyear Batteries and Cables	Resolute Batteries	C. & E. Accessories and Other Mfgs.	New Tires and Tubes	Goodyear Batteries and Cables	Resolute Batteries	C. & E. Accessories and Other Mfgs.
COMMISSION EXHIBIT NO. 42A.												
<p><u>G-1204</u></p> <p>The G-1204 form is submitted in the first instance by the appropriate oil company office with the names of the approved accounts listed. The Goodyear District office then completes the form with the record of deliveries made during the period covered by the report. The Goodyear District office sends a copy of the G-1204 form to the State Division office.</p>												
1790												
<p>This column provided for Oil Company use in case they desire further sales break-down.</p> <p>APPROVED GOODYEAR C. & E. WHOLESALER OIL CO. FRANCHISE JOBBER OR DISTRIBUTOR OIL CO. DEALER (NOT JOBBER OR DISTRIBUTOR)</p>												
				CHW					X X X			
				J					X X X			
				D					X X X			
1792												

COMMISSION EXHIBIT NO. 42B.

2458

warrant any merchandise purchased hereunder, except as set forth in the standard warranty thereon in effect on the date of resale by the Dealer.

8. The Dealer agrees not to exhibit products purchased from Goodyear at any show or exhibition without the consent of Goodyear.

9. It is understood that Goodyear retains the right to sell to other customers in the Dealer's city above mentioned and elsewhere.

10. The Dealer will not use Goodyear's trade names or trade-marks except in the normal course of distributing such products under this agreement, and then only those trade names or trade-marks referring to products purchased hereunder.

11. Upon any termination of this agreement, the Dealer agrees to remove permanently all signs on windows or on inside or outside walls or attached thereto referring to Goodyear products or identifying the Dealer with Goodyear, and, at Goodyear's request, to return to Goodyear all signs furnished by Goodyear (the Dealer agreeing that Goodyear owns all signs for the cost or maintenance of which it pays a substantial part). Upon failure of the Dealer to remove such signs, Goodyear shall have the right to enter the Dealer's place of business to effect such removals. The Dealer agrees to hold Goodyear harmless from any liability arising out of or connected with the erection, maintenance, use, or removal of any of said signs.

12. The entire agreement regarding the subject matter is set forth herein. Any change in the printed terms, other than a change in the terms of settlement making all invoices payable C. O. D., shall make this agreement void. No modification or amendment shall be effective unless in writing signed by an authorized representative of the Dealer and by an executive officer of Goodyear either manually or with facsimile signature countersigned by an authorized District Manager.

13. This agreement shall become effective when countersigned by an authorized District Manager of Goodyear and shall expire five (5) years from date of execution unless otherwise previously terminated as hereinafter provided. It cancels and supersedes any other Service Station Agreement and any other sales agreement now in effect between the parties covering the sale by Goodyear to the Dealer of any product included hereunder.

14. This agreement may be cancelled upon thirty (30) days' written notice by the Dealer to Goodyear, or by Goodyear through its local manager to the Dealer. At the expiration of said thirty (30) days, Goodyear shall have the right to cancel all unfilled orders, and during such time may refuse any orders in excess of the average thirty-day requirements of the Dealer based on orders actually given hereunder during the term hereof.

THE GOODYEAR TIRE & RUBBER COMPANY, INC.

Dated _____, 19____

Per *Robt. H. H. H.*
Vice President

Accepted _____
Dealer

Countersigned _____
District Manager

Per _____
(Title)

City _____ State _____

Printed in U. S. A.

For information only—not a part of Service Station Agreement

Check one—
New Account ☐
Renewal ☐

Date Dealer Started with Goodyear _____

Date Friendly Relations Plaque Due _____

SERVICE STATION AGREEMENT STUB

District _____	Dist. _____	Terr. No. _____	Date of Contract _____
Firm Name _____ (Print name as on Contract)	Check following boxes to show which prices initially should be sent to Dealer—First set of prices is supplied by Salesman or District—Price changes are mailed by Akron to Dealer.		
Owner's or Official's Name _____ (Print name as on Contract)	Products checked should be same as specified in agreement.		
Street Address _____ (Print name as on Contract)	Auto & Truck Tires & Tubes <input type="checkbox"/>	Brake Lining <input type="checkbox"/>	
Town _____ (Print) P. O. Unit _____	Industrial Tires & Tubes <input type="checkbox"/>	Car & Home Merchandise <input type="checkbox"/>	
State _____ (Print) Akron P. P. Zone <input type="checkbox"/>	Farm Tires & Tubes <input type="checkbox"/>	Use G-964 Form to get Dealer on mailing list <input type="checkbox"/>	
Principal Business _____	Batteries & Battery Cables <input type="checkbox"/>	Camelback & Repair Material <input type="checkbox"/>	
Make of Car, Truck or Tractor _____	Check one		
Handled _____	Contract Dealer <input type="checkbox"/>		
Estimated Annual B-94 Volume _____	Distributor <input type="checkbox"/>		
	Service Distributor <input type="checkbox"/>		
	Preferred Distributor <input type="checkbox"/>		
	Wholesaler <input type="checkbox"/>		
	Zone Wholesaler <input type="checkbox"/>		

Field Repr.—Fill out completely in duplicate—Send both copies of contract with stubs to District Office.
District —Send original copy of Contract with stub to Wholesale Field Operating Dept., Akron. Retain other stub for District file and mail other copy of contract to Dealer. Remove stub as Contract is cancelled.

1805

COMMISSION EXHIBIT NO. 44F.

2464

does not confer on the Dealer any authority to make adjustments in behalf of Goodyear, nor any authority to warrant any merchandise purchased hereunder, except as set forth in the standard warranty thereon in effect on the date of resale by the Dealer.

8. The Dealer agrees not to exhibit products purchased from Goodyear at any show or exhibition without the consent of Goodyear.

9. It is understood that Goodyear retains the right to sell to other customers in the Dealer's city above mentioned and elsewhere.

10. The Dealer will not use Goodyear's trade names or trade-marks except in the normal course of distributing such products under this agreement, and then only those trade names or trade-marks referring to products purchased hereunder.

11. Upon any termination of this agreement, the Dealer agrees to remove permanently all signs on windows or on inside or outside walls or attached thereto referring to Goodyear products or identifying the Dealer with Goodyear, and, at Goodyear's request, to return to Goodyear all signs furnished by Goodyear (the Dealer agreeing that Goodyear owns all signs for the cost or maintenance of which it pays a substantial part). Upon failure of the Dealer to remove such signs, Goodyear shall have the right to enter the Dealer's place of business to effect such removals. The Dealer agrees to hold Goodyear harmless from any liability arising out of or connected with the erection, maintenance, use, or removal of any of said signs.

12. The entire agreement regarding the subject matter is set forth herein. Any change in the printed terms, other than a change in the terms of settlement making all invoices payable C. O. D., shall make this agreement void. No modification or amendment shall be effective unless in writing signed by an authorized representative of the Dealer and by an executive officer of Goodyear either manually or with facsimile signature countersigned by an authorized District Manager.

13. This agreement shall become effective when countersigned by an authorized District Manager of Goodyear and shall expire five (5) years from date of execution unless otherwise previously terminated as hereinafter provided. It cancels and supersedes any other Service Station Agreement and any other sales agreement now in effect between the parties covering the sale by Goodyear to the Dealer of any product included hereunder.

14. This agreement may be cancelled upon thirty (30) days' written notice by the Dealer to Goodyear, or by Goodyear through its local manager to the Dealer. At the expiration of said thirty (30) days, Goodyear shall have the right to cancel all unfilled orders, and during such time may refuse any orders in excess of the average thirty-day requirements of the Dealer based on orders actually given hereunder during the term hereof.

THE GOODYEAR TIRE & RUBBER COMPANY, INC.

Dated _____, 19____

Per *W. H. Hest*
Vice President

Accepted _____
Dealer

Countersigned _____
District Manager

Per _____
(Title) _____ City _____ State _____

Printed in U. S. A.

For information only—not a part of Service Station Agreement

Check one—
New Account ☐
Renewal ☐

Date Dealer Started with Goodyear _____

Date Friendly Relations Plaque Due _____

SERVICE STATION AGREEMENT STUB

District _____	Dist. Terr. No. _____	Date of Contract _____
Firm Name _____ (Print name as on Contract)	Check following boxes to show which prices initially should be sent to Dealer—First set of prices is supplied by Salesman or District—Price changes are mailed by Akron to Dealer.	
Owner's or Official's Name _____ (Print name as on Contract)	Products checked should be same as specified in agreement.	
Street Address _____ (Print name as on Contract)	Auto & Truck Tires & Tubes <input type="checkbox"/>	Car & Home Merchandise <input type="checkbox"/>
Town _____ (Print) F. O. Unit _____ County _____	Industrial Tires & Tubes <input type="checkbox"/>	Use G-964 Form to get Dealer on mailing list
State _____ (Print) Akron P. P. Zone _____	Farm Tires & Tubes <input type="checkbox"/>	Tread Rubber & Repair Material <input type="checkbox"/>
Principal Business _____	Batteries & Battery Cables <input type="checkbox"/>	
Make of Car, Truck or Tractor _____	Check one	
Handled _____	Dealer No. 287 <input type="checkbox"/>	
Estimated Annual B-94 Volume _____	Dealer No. 352 <input type="checkbox"/>	
Appliance Line _____	Jobber "B" <input type="checkbox"/>	
Featured _____	Jobber "A" <input type="checkbox"/>	
Radio Line _____		
Featured _____		
Brand of Gasoline _____		
Featured _____		

General Line Salesman—Fill out completely in duplicate—Send both copies of contract with stubs to District Office.

District

—Send original copy of Contract with stub to Wholesale Field Operating Dept., Akron. Retain other stub for District file and mail other copy of contract to Dealer. Remove stub as Contract is cancelled.

COMMISSION EXHIBIT NO. 44G.

1807

ORIGINAL - DISTRICT OPERATING MANAGER
DUPLICATE - DISTRICT PETROLEUM REPRESENTATIVE
TRIPPLICATE - STORE FILE

TERR. NO.

Page. 56

For Month Of _____ 19____

[illegible]

ONLY STORES APPROVED BY DISTRICT
MANAGER AS OIL COMPANY SUPPLYING
DEALERS ARE TO REPORT C & H MDSE.
OR BATTERIES.
DO NOT INCLUDE EXCISE TAX.

1892

STORE MANAGER

COMMISSION EXHIBIT NO. 44C

2461

GENERAL LINE SALES BY CUSTOMER

CX92 1

CUSTOMER NAME		CUSTOMER ADDRESS		CUSTOMER PHONE		CUSTOMER FAX	
DISTRICT NAME		DISTRICT ADDRESS		DISTRICT PHONE		DISTRICT FAX	
8-91 LINE NUMBER	8-91 LINE NUMBER	TYPE OF MERCHANDISE		UNIT SALES	TOTAL DOLLAR SALES	NONRECURRING DOLLAR SALES	DOLLAR DELIVERED TO RATS AND GOVT. ACCOUNTS
01		DOUBLE EAGLE, BLUE STREAK AND CAPTIVE AIR					
02		OTHER PASSENGER TIRES EXCEPT SUPER CUSHION					
03		SUPER CUSHION PASSENGER TIRES					
04		MOTORCYCLE TIRES					
05		RIB HI-MILER TRUCK TIRES - UNDER \$10.25					
06		OTHER TRUCK TIRES - UNDER \$10.25					
07		RIB HI-MILER TRUCK TIRES - \$10.25 AND OVER					
08		OTHER TRUCK TIRES - \$10.25 AND OVER					
09		FRONT FARM TIRES - 21" AND UNDER					
10		REAR FARM TIRES - OVER 21"					
11		PASSENGER TUBES					
12		MOTORCYCLE TUBES					
13		TRUCK TUBES - UNDER \$25					
14		TRUCK TUBES - \$25 AND OVER					
15		FARM TUBES					
16		BLOWOUT SHIELDS					
17		SOLIDS AND ALL INDUSTRIAL TIRES, TUBES AND WHEELS					
18		BICYCLE TIRES AND TUBES					
19		BATTERIES - "X" TYPE					
20		BATTERIES - OTHER					
21		CAR AND HOME MERCHANDISE - RADIO					
22		CAR AND HOME MERCHANDISE - OTHER					
23		REPAIR MATERIAL - SUBJECT TO COMMISSION					
24		REPAIR MATERIAL - NOT SUBJECT TO COMMISSION					
25		DILL AND SCHWABER MERCHANDISE					
26		TREAD RUBBER					
27		RECAPS, RETREADS AND CARCASSES					
28		BATTERY CABLES					
29		BATTERY DRY ACCESSORIES					
30		ALL OTHER MERCHANDISE NOT INCLUDED ABOVE					
31		SEASONAL PROMOTIONAL DISCOUNT					
32		TRUCK TIRE SERVICE ALLOWANCE					
33		VOLUME BONUS EXCEPT ANNUAL TIRE AND TUBE BONUS					
34		ANNUAL TIRE AND TUBE BONUS					
35							
36							
37							
38							
39							
40		GRAND TOTAL SALES (EXCEPT NATIONAL FRANCHISE SALES)					
41		NATIONAL FRANCHISE MERCHANDISE					
42		TRANSPORTATION, TAX AND EXPENSE ITEMS ON BILLING					

FEDERAL TRADE COMMISSION
NOTICE TO CONSUMERS

COMMISSION EXHIBIT NO. 44D.

2462

A. J. CIA' DEALER AGREEMENT

THIS MEMORANDUM OF AGREEMENT entered into this _____ day of _____, 19____

between _____ (Dealer), having its principal place of business at _____ (Address), hereinafter called the "Dealer," and _____ (Associate Dealer), hereinafter called "Associate Dealer."

WITNESSETH, that:

1. The Dealer hereby agrees to sell to the Associate Dealer, and the Associate Dealer agrees to buy from the Dealer, the goods handled by The Goodyear Tire & Rubber Company, Inc., of Akron, Ohio (hereinafter called "Goodyear"), in the lines agreed upon between the parties from time to time, at the Dealer's prices and terms to its associate dealers, subject to change from time to time by the Dealer without notice to the Associate Dealer.

2. Upon failure by the Associate Dealer to make any payments as due, the Dealer may, at its option, cancel this agreement or defer additional shipments hereunder until overdue accounts have been paid. The Dealer may decline to make delivery except for cash whenever it is not satisfied with the Associate Dealer's financial responsibility. Neither the Dealer nor the Associate Dealer shall be liable for any delay in delivery or failure to deliver caused by fire, flood, strike, interruption of transportation facilities, restrictions imposed by any governmental agency, inability to obtain merchandise, or other cause, similar or otherwise, beyond its control. During any such contingency Dealer will endeavor in good faith to allocate deliveries fairly among its customers, but expressly reserves in its discretion, without liability to the Associate Dealer, the final determination of deliveries to be made.

3. The Associate Dealer agrees to refer all claims for adjustment to the Dealer and not to warrant any goods purchased hereunder except as set forth in the manufacturer's warranty in effect thereon at the time of sale by the Dealer.

4. The Associate Dealer agrees not to use Goodyear's trade name or names or trade marks except in the manner of distributing such products under this agreement, and then only those trade names or trademarks referring to products purchased hereunder.

5. Upon termination of this agreement by cancellation, or otherwise, the Associate Dealer agrees, on demand, to return to the Dealer all signs furnished by Goodyear referring to Goodyear products or identifying the Associate Dealer as a Goodyear Associate Dealer (the Associate Dealer agreeing that all such signs are the property of Goodyear) and to move all similar painted signs on windows or on inside or outside walls or attached thereto. The Associate Dealer shall hold Goodyear and the Dealer harmless from any liability arising out of or connected with the creation, maintenance, or removal of any of said signs.

6. This agreement shall expire five (5) years from date of execution unless otherwise previously terminated as herein provided. It shall automatically terminate if at any time the Dealer shall come to be an authorized dealer in Goodyear products. It may be cancelled at any time upon five (5) days' written notice of termination to discontinue given by either party to the other. The expiration of said five (5) days, Dealer shall have the right to expect all fulfilled orders, and during such time may place any orders in excess of the average five-day requirements of the Associate Dealer based upon orders actually given during the term hereof.

7. This agreement shall cancel and supersede any and all existing agreements in effect between the parties hereto with respect to the same subject matter or covering the purchase of Goodyear merchandise by the Associate Dealer from the Dealer. This agreement is personal in character and not subject to assignment by the Associate Dealer. It does not constitute an Associate Dealer as agent for the Dealer.

8. The conditions of this agreement are fully and clearly explained herein. The terms and conditions hereof are not subject to change by any verbal agreement or custom.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed the day and year first above written.

Witness:

Signed

By

Witness:

Associate Dealer

By

Original for Dealer - Duplicate for Associate Dealer

FOR INFORMATION ONLY - NOT A PART OF AGREEMENT

CHECK ONE-

Revised ☐
New Assoc. Dr. ☐

ASSOCIATE DEALER AGREEMENT STUB

Replacing _____

PRINT OR TYPE ALL INFORMATION REQUIRED

Date: _____

SUPPLYING DEALER		ASSOCIATE DEALER	
Firm Name		Firm Name	
Street Address	County	Street Address	County
City	State	City	State

Check Goodyear Products Stocked By Supplying Dealer	Check Goodyear Products Associate Dealer Will Stock
Auto and Truck Tires and Tubes <input type="checkbox"/>	Auto and Truck Tires and Tubes <input type="checkbox"/>
Farm Tires and Tubes <input type="checkbox"/>	Farm Tires and Tubes <input type="checkbox"/>
Car and Home Merchandise <input type="checkbox"/>	Car and Home Merchandise <input type="checkbox"/>
Carburetor and Repair Materials <input type="checkbox"/>	Carburetor and Repair Materials <input type="checkbox"/>
Batteries <input type="checkbox"/>	Batteries <input type="checkbox"/>
Brake Lining <input type="checkbox"/>	Brake Lining <input type="checkbox"/>

Car and Home Merchandise to be supplied only for accounts immediately in Goodyear C & H Merchandise.

1. See - Fill out Agreement and Stub completely in Duplicate - Mail Stub only to District Office - Original Agreement to Supplying Dealer.

2. See - Fill out Stub - and other to Office Service Dept., Akron. To cancel, check Dealer's Stub back ☐ and mail to District Office.

GOODYEAR

SERVICE STATION AGREEMENT

BETWEEN THE GOODYEAR TIRE & RUBBER COMPANY, INC., having a place of business at Akron 16, Ohio, hereinafter called Goodyear, and

located at

Number Street Town Zone No. County State

hereinafter called Dealer.

1. The Dealer agrees to engage actively in the sale and distribution of the items of Goodyear merchandise listed below which are checked in the space opposite thereto, and to carry such merchandise in stock in sufficient quantities to insure prompt service, and to render Goodyear service to the consumer:

- | | |
|---------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Automobile Casings and Tubes | <input type="checkbox"/> Batteries and Battery Cables |
| <input type="checkbox"/> Pneumatic Truck and Bus Casings and Tubes | <input type="checkbox"/> Brake Lining |
| <input type="checkbox"/> Industrial Tires and Tubes | <input type="checkbox"/> Car and Home Merchandise |
| <input type="checkbox"/> Farm Tractor and Implement Tires and Tubes | <input type="checkbox"/> Camelback and Repair Material |

Any item above listed not initially included may be added, and any item may be removed at the written request of the Dealer, approved by the Goodyear District Manager. The Dealer will not substitute or attempt to substitute other products when the consumer requests Goodyear products.

2. The Dealer is hereby designated a Goodyear Service Station Dealer. Goodyear will give the Dealer such assistance in advertising, instructions in Goodyear service, and such aid generally as Goodyear gives to such Service Station Dealers in carrying out its policy of distribution. The Dealer shall be entitled to purchase each such product at the prices specified in the list applicable thereto called "Goodyear Prices," or, with respect to any product to which such list does not apply, then at the prices in such other list as is applicable, less such discounts and allowances as Goodyear may from time to time allow to its Service Station Dealers in such products and subject to the conditions set forth in such list. It is understood that such prices, discounts, allowances, and conditions are subject to change by Goodyear from time to time without notice to the Dealer, and all shipments will be billed at prices (including amount of any Federal excise tax) in effect on date of shipment.

3. In case of a concurrent decline in "Goodyear Prices" or, with respect to any product to which such list does not apply, then in the prices in such other list as is applicable, and in Goodyear's net prices to its Service Station Dealers on casings and tubes, Goodyear will rebate to the Dealer by merchandise credit in accordance with Goodyear's regular policy then in effect on all new first class Goodyear casings and tubes invoiced by Goodyear to the Dealer hereunder within thirty (30) days prior to the date of such concurrent reduction, provided, however, that such rebates will not be granted with respect to casings or tubes sold pursuant to special announcement that rebates will not be made with respect thereto.

4. Delivery of goods sold hereunder shall be f. o. b. point of shipment. Otherwise, terms of shipment shall be governed by Goodyear's policy in effect at the time of shipment. Goodyear shall not be liable for any delay in delivery or failure to deliver caused by fire, flood, strike, war, interruption of transportation facilities, inability to obtain merchandise, restriction by any governmental authority, or other cause, similar or otherwise, beyond Goodyear's control. During any such contingency Goodyear will endeavor in good faith to allocate deliveries fairly among its customers, but expressly reserves in its discretion, without liability to the Dealer, the final determination of deliveries to be made.

5. Terms of settlement shall be: all invoices due 10th proximo, with cash discount as applicable from time to time under Goodyear's established policy.

6. Upon failure of the Dealer to make any payments when due, Goodyear may, at its option, cancel this agreement or defer additional shipments until overdue accounts have been paid. Goodyear may decline to make deliveries except for cash whenever it is not satisfied with Dealer's financial responsibility.

7. The Dealer agrees to refer all claims for adjustment to Goodyear, it being understood that this agreement does not confer on the Dealer any authority to make adjustments in behalf of Goodyear, nor any authority to warrant any merchandise purchased hereunder, except as set forth in the standard warranty thereon in effect on the date of resale by the Dealer.

8. The Dealer agrees not to exhibit products purchased from Goodyear at any show or exhibition without the consent of Goodyear.

9. It is understood that Goodyear retains the right to sell to other customers in the Dealer's city above mentioned and elsewhere.

10. The Dealer will not use Goodyear's trade names or trade-marks except in the normal course of distributing such products under this agreement, and then only those trade names or trade-marks referring to products purchased hereunder.

11. Upon any termination of this agreement, the Dealer agrees to remove permanently all signs on windows or on inside or outside walls or attached thereto referring to Goodyear products or identifying the Dealer with Goodyear, and, at Goodyear's request, to return to Goodyear all signs furnished by Goodyear (the Dealer agreeing that Goodyear owns all signs for the cost or maintenance of which it pays a substantial part). Upon failure of the Dealer to remove such signs, Goodyear shall have the right to enter the Dealer's place of business to effect such removals. The Dealer agrees to hold Goodyear harmless from any liability arising out of or connected with the erection, maintenance, use, or removal of any of said signs.

12. The entire agreement regarding the subject matter is set forth herein. Any change in the printed terms, other than a change in the terms of settlement making all invoices payable C. O. D., shall make this agreement void. No modification or amendment shall be effective unless in writing signed by an authorized representative of the Dealer and by an executive officer of Goodyear either manually or with facsimile signature countersigned by an authorized District Manager.

13. This agreement shall become effective when countersigned by an authorized District Manager of Goodyear and shall remain in full force and effect until terminated or superseded by a new agreement.

GOODYEAR

SERVICE STATION AGREEMENT

BETWEEN THE GOODYEAR TIRE & RUBBER COMPANY, INC., having a place of business at Akron 16, Ohio, hereinafter called Goodyear, and

located at

hereinafter called Dealer.

Number Street Town Zone No. County State

1. The Dealer agrees to engage actively in the sale and distribution of the items of Goodyear merchandise listed below which are checked in the space opposite thereto, and to carry such merchandise in stock in sufficient quantities to insure prompt service, and to render Goodyear service to the consumer:

- | | |
|---------------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Automobile Casings and Tubes | <input type="checkbox"/> Batteries and Battery Cables |
| <input type="checkbox"/> Pneumatic Truck and Bus Casings and Tubes | <input type="checkbox"/> Car and Home Merchandise |
| <input type="checkbox"/> Industrial Tires and Tubes | <input type="checkbox"/> Tread Rubber and Repair Material |
| <input type="checkbox"/> Farm Tractor and Implement Tires and Tubes | |

Any item above listed not initially included may be added; and any item may be removed at the written request of the Dealer, approved by the Goodyear District Manager. The Dealer will not substitute or attempt to substitute other products when the consumer requests Goodyear products.

2. The Dealer is hereby designated a Goodyear Service Station Dealer. Goodyear will give the Dealer such assistance in advertising, instructions in Goodyear service, and such aid generally as Goodyear gives to such Service Station Dealers in carrying out its policy of distribution. The Dealer shall be entitled to purchase each such product at the prices specified in the list applicable thereto called "Goodyear Prices," or, with respect to any product to which such list does not apply, then at the prices in such other list as is applicable, less such discounts and allowances as Goodyear may from time to time allow to its Service Station Dealers in such products and subject to the conditions set forth in such list. It is understood that such prices, discounts, allowances, and conditions are subject to change by Goodyear from time to time without notice to the Dealer, and all shipments will be billed at prices (including amount of any Federal excise tax) in effect on date of shipment.

3. In case of a concurrent decline in "Goodyear Prices" or, with respect to any product to which such list does not apply, then in the prices in such other list as is applicable, and in Goodyear's net prices to its Service Station Dealers on casings and tubes, Goodyear will rebate to the Dealer by merchandise credit in accordance with Goodyear's regular policy then in effect on all new first class Goodyear casings and tubes invoiced by Goodyear to the Dealer hereunder within thirty (30) days prior to the date of such concurrent reduction; provided, however, that such rebates will not be granted with respect to casings or tubes sold pursuant to special announcement that rebates will not be made with respect thereto.

4. Delivery of goods sold hereunder shall be f. o. b. point of shipment. Otherwise, terms of shipment shall be governed by Goodyear's policy in effect at the time of shipment. Goodyear shall not be liable for any delay in delivery or failure to deliver caused by fire, flood, strike, war, interruption of transportation facilities, inability to obtain merchandise, restriction by any governmental authority, or other cause, similar or otherwise, beyond Goodyear's control. During any such contingency Goodyear will endeavor in good faith to allocate deliveries fairly among its customers, but expressly reserves in its discretion, without liability to the Dealer, the final determination of deliveries to be made.

5. Terms of settlement shall be: all invoices due 10th proximo, with cash discount as applicable from time to time under Goodyear's established policy.

6. Upon failure of the Dealer to make any payments when due, Goodyear may, at its option, cancel this agreement or defer additional shipments until overdue accounts have been paid. Goodyear may decline to make deliveries except for cash whenever it is not satisfied with Dealer's financial responsibility.

7. The Dealer agrees to refer all claims for adjustment to Goodyear, it being understood that this agreement does not confer on the Dealer any authority to make adjustments in behalf of Goodyear, nor any authority to warrant any merchandise purchased hereunder, except as set forth in the standard warranty thereon in effect on the date of resale by the Dealer.

8. The Dealer agrees not to exhibit products purchased from Goodyear at any show or exhibition without the consent of Goodyear.

9. It is understood that Goodyear retains the right to sell to other customers in the Dealer's city above mentioned and elsewhere.

10. The Dealer will not use Goodyear's trade names or trade-marks except in the normal course of distributing such products under this agreement, and then only those trade names or trade-marks referring to products purchased hereunder.

11. Upon any termination of this agreement, the Dealer agrees to remove permanently all signs on windows or on inside or outside walls or attached thereto referring to Goodyear products or identifying the Dealer with Goodyear, and, at Goodyear's request, to return to Goodyear all signs furnished by Goodyear (the Dealer agreeing that Goodyear owns all signs for the cost or maintenance of which it pays a substantial part). Upon failure of the Dealer to remove such signs, Goodyear shall have the right to enter the Dealer's place of business to effect such removals. The Dealer agrees to hold Goodyear harmless from any liability arising out of or connected with the erection, maintenance, use, or removal of any of said signs.

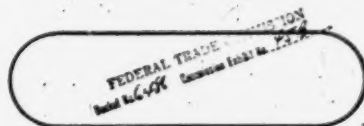
12. The entire agreement regarding the subject matter is set forth herein. Any change in the printed terms, other than a change in the terms of settlement making all invoices payable C. O. D., shall make this agreement void. No modification or amendment shall be effective unless in writing signed by an authorized representative of the Dealer and by an executive officer of Goodyear either manually or with facsimile signature countersigned by an authorized District Manager.

13. This agreement shall become effective when countersigned by an authorized District Manager of Goodyear and shall expire five (5) years from date of execution unless otherwise previously terminated as hereinafter provided. It cancels and supersedes any other Service Station Agreement and any other sales agreement now in

8-45 (1-4-42)

STATEMENT
THE GOODYEAR TIRE & RUBBER COMPANY, INC.

207 Madison Bldg.
PEORIA 2, ILL.



Notes Paid by this
or other means
do not go to
If Paid in or before
last of month,
interest will be
If Paid on or before
last of month,
discount will be

REGULAR TERMS APPLY ON ALL CHARGES UNLESS OTHERWISE SHOWN
CASH DISCOUNT DOES NOT APPLY TO TAX SALES

STATEMENT-THE GOODYEAR TIRE & RUBBER COMPANY, INC.						DISCOUNTABLE		DISCOUNTABLE		PASSENGER		TRUCK TIRES		MOTORCYCLE		SOLID &		FARM TIRES	
INVOICE	DESCRIPTION	CHARGES	CREDITS	BALANCE		VOLUME	VOLUME	TAXES & TUBES		EXCLUDING		AND TUBES		TRUCK TIRES		AND TUBES		AND TUBES	
DATE	ON C M	DATE				CURRENT	FUTURE	NOV. T & T											
1																			
2																			
3																			
4																			
5																			
6																			
7																			
8																			
9																			
10																			
11																			
12																			
13																			
14																			
15																			
16																			
17																			
18																			
19																			
20																			
21																			
22																			
23																			
24																			
25																			
26																			

COMMISSION EXHIBIT NO. 45A

8-60

Sales to oil company accounts on
the approved list by Districts,
Stores, and Dealers are accumulated
on this form by District offices.

1809

OUR STATEMENTS ARE RENDERED AS OF THE 15TH OF
EACH MONTH COVERING THE PERIOD FROM 15TH THROUGH 15TH

COMMISSION EXHIBIT NO. 45B

2465

1811

1813

COMMISSION EXHIBIT NO. 46-A.

March 7, 1951

Mr J E Mayl

Vice President

cc Victor Holt

D T Buchanan

H F Cook

Paul Fritsch

H G Harper

Mr O'Neil

S A Gaylord

Subject: Atlantic Refining Co Philadelphia

Confirming our long distance conversation, Atlantic have set up a meeting at Philadelphia for 2 P. M., Wednesday, March 14, at which time Mr Heideman would like to have us present our Advertising, Sales Promotion and Identification programs to Atlantic head office personnel.

The meeting to start in Mr Heideman's Office, 12th Floor, Atlantic Bldg., 260 S Broad Street, Philadelphia.

Attending for Atlantic—

Mr Heideman and Mr Paxson—Mgr. and Ass't. Mgr.
TBA Sales

Mr Cox—Sales Promotion Mgr.

Mr Butler—TBA Promotion Mgr.

Mr Raymond—Service Station Equipment

Mr Richard Borden—Advertising Mgr. & Station Identification, etc.

From conversation here today, my suggestions are, as follows:

1. We should present an outline of our plans for Magazine, Newspaper, Radio and Television advertising—with some of our current ads. etc.

Also, Dealer cooperative plan, plus special deals for station openings, etc. Also, review of Dealer 1951 Advertising Book. Dave Buchanan has a fine story on this.

2. Atlantic are in a rush to agree on identification program and get started quickly. Paul Fritsch should be in position to make our recommendations at this meeting.

Note: Firestone are changing color scheme and test stations are being identified and photographed in color this week.

- 1815 3. Atlantic are anxious to get entire outline of our Promotional program. They also want an advance calendar of our promotions so they can coordinate with Atlantic Service Bulletins, which they issue regularly. Hank Cook has been advised regarding this and has previously called on Atlantic, so if everyone is agreeable believe he should handle this part of the program.

4. Balance of meeting refers to changing over Exide Battery Merchandisers (now in the hands of Atlantic Dealers) to Goodyear identification. Henry Harper has been working on this. Atlantic want to see what we plan—approve it and get into action quickly.

Note: This come under Atlantic Sales Promotion Dept. Atlantic Sales Promotion Dept. have in stock 57 Exide DeLuxe Merchandisers consisting of trickle charger with 9 battery rack and 28 of Standard type—trickle charger and 6 battery capacity. These will be set up for this meeting. We have considered buying these for conversion account shortage of our material.

Atlantic cost is. DeLuxe \$24.95—Standard \$19.95

Mr Harper or Mr Thomas should attend so these angles can be finalized.

Probably I will plan to attend this meeting. In any event will be in Akron next Monday to discuss in detail with interested departments.

Manager--Petroleum Sales Dept

S A Gaylord
lfm

1817

COMMISSION EXHIBIT NO. 47A-B.

The Atlantic Refining Company
Philadelphia, Pa.

April 26, 1951

SS:JMA

Tire Adjustments
Atlantic-Lee Road Hazard Guaranty

Messrs. R. S. Zinn, Wilmington, Del.
H. N. Bentz, Allentown, Pa.
A. N. Hare, Scranton, Pa.
G. L. Weer, Wilkes-Barre, Pa.
R. W. Engle, Harrisburg, Pa.
L. W. Slaughter, Reading, Pa.
R. M. Outland, Williamsport, Pa.
T. E. Hillyer, York, Pa.

This letter outlines the procedure under which Atlantic dealers and distributors may effect adjustments of Lee Tires under the new T.B.A. Programs we have established with the tire company.

Adjustments on Atlantic/Lee Guaranty Forms Issued Prior to May 1, 1951

Atlantic Dealers and Distributors who have elected to adopt our new Tire Company program may continue to honor all bona fide adjustment claims on Lee Tires which were sold prior to May 1, 1951 with the Atlantic/Lee Road Hazard Guaranty. Dealers will follow the same adjustment policy as heretofore by adhering to the terms stated on the guaranty form. Tires adjusted in this manner will be referred to the new tire supply point for adjustment with the tire companies' brand of tire, in accordance with the tire companies' policy.

Adjustments on Atlantic/Lee Guaranty Forms Dated on and After May 1, 1951

Atlantic Dealers and Distributors may continue to issue the Atlantic/Lee Road Hazard Guaranty to cover sales of Lee Tires (subject to Road Hazard Warranty) which were purchased from The Atlantic Refining Company. The "Company Copy" of each Atlantic/Lee Guaranty Form issued on and after May 1, 1951 must be mailed by the dealer to the local Atlantic District Office. District Offices are to forward these guaranty forms to their Region Office.

Dealers may accept these guaranty forms and satisfy bona fide adjustment claims in accordance with the terms of the Atlantic/Lee Guaranty provided the "Company Copy" of the guaranty form is in the possession of Region Office.

Due to the rapid movement of stocks, and the short supply position, there should be relatively few adjustments claimed on tires sold on and after May 1, 1951. However, Regional Offices will be required to maintain files of the "Company Copy" of these guaranty forms for an extended period of time, since there are a quantity of Winter/Sum-

mer tires and of slow-moving sizes of tires in conventional tread designs in dealer's stocks.

1819 Dealers requested to make adjustments on guaranty forms dated May 1, 1951 and later, must determine that the "Company Copy" of the guaranty is on file with Atlantic prior to satisfying the adjustment claim.

Dealers who receive bona fide adjustment claims on tires sold by them May 1, 1951 and later, may with confidence make immediate adjustment, provided they had mailed the "Company Copy" of the guaranty form to the District Office.

Atlantic/Lee Guaranty Forms now in the possession of Atlantic Dealers should be picked up by Atlantic salesmen and forwarded to the District Office where they should be destroyed. The salesmen should leave with the dealers, however, a quantity of Atlantic/Lee Guaranty Forms exactly equal to the number of Lee Tires purchased from the Atlantic Refining Company which the dealer has on inventory.

Class I Service Stations—Atlantic/Lee Guaranty Forms

Service station personnel at Class I stations may make adjustments for Lee Tires in accordance with the procedure outlined for dealers and distributors except that approval must first be obtained from District Offices prior to making adjustments for tires covered by guaranty forms dated May 1, 1951 or later.

J. P. Miller

1821

COMMISSION EXHIBIT NO. 47C.

(“A” Series)

Sales Department Instructions

Akron 16, Ohio

Date 5-31-51

Subject Handling Exide Battery Adjustments for
Atlantic Dealers

Deliver To District Manager. No.

cc District Service Reps

Following Districts—Philadelphia Hartford

Boston Newark Albany Syracuse Buffalo

Original instructions covering replacement of Defective Exide Batteries for Atlantic Refining Company dealers limited replacements to Defective Exide Batteries that failed within 90 days of service. This policy has now been broadened so that all Exide Batteries originally sold by Atlantic Refining Company Dealers will be adjusted if they fail prematurely.

Hereafter, a Defective Exide Battery will be replaced in the same manner as a Defective Goodyear Battery. Atlantic Refining Company dealers may present a Defective Exide Battery together with the proper Exide Warranty Certificate to the dealer who supplies them with Goodyear Batteries, or to the District Service Department for adjustment.

If the Exide Battery was originally sold by an Atlantic Refining Company dealer and fails within 90 days service it will be replaced with the corresponding size and type of Goodyear Battery free of charge.

If the Exide Battery has given more than 90 days service, but failed in normal service because of some defective

condition it will be adjusted by supplying a Goodyear Battery, of corresponding size and type, at a pro rata price based on current Goodyear List Price and miles or months of service as indicated on the Exide Battery Certificate accompanying the battery.

If the pro rata adjustment price plus scrap value of the battery amounts to as much or more than the Atlantic dealer's buying price of the battery, the Atlantic dealer will be expected to handle the adjustment without referring it to the supplying dealer or the District.

When the Exide adjustment is handled for the Atlantic dealer either by a Goodyear supplying dealer or the District the regular handling allowance will apply.

Exide Batteries will be replaced on a B-46 form. Write the word "Atlantic" at the top of the form in large letters. Staple Akron copies together and forward to Akron in the regular manner. Do not include both Goodyear Batteries and Exide Batteries on any one B-46 form.

All batteries adjusted by the District Service Department must be forwarded to the District, freight prepaid, where they will be disposed of in the regular manner. Operating instructions relative to the proper accounting and recovery will be received by the District shortly.

Approvals (Illegible)

Originated By (Illegible)

Department Manager—Service Department

1823

COMMISSION EXHIBIT NO. 47D.

Include Exide Battery replacements in your Monthly Report of Atlantic-Lee tire and tube replacements.

1826 COMMISSION EXHIBIT NO. 48A.

Phone 662

Room 210

From
S. J. Heideman

Mr. S. A. Gaylord:

Enclosed is Bulletin released 6/29 fore your perusal.

W. C. Hoffman

1827 Federal Trade Commission.

Docket No. 6486. Commission Exhibit 48-A.

In the Matter of Goodyear, et al.

Date 30 Oct. 1956. Witness _____

Acc Reporting Co., Official Reporter.

By Anderson

1828 COMMISSION EXHIBIT NO. 48B.

Goodyear T.B.A. Bulletin #22

June 29, 1951

Goodyear Program.

Goodyear has released on indicated date the following information:

T.B.A.

Goodyear Program for Station Identification: Goodyear now expects to begin their Identification Program in the New England and New York Regions the week of July 15th instead of the week of July 2nd, as mentioned in Goodyear T.B.A. Bulletin #21.

Progress Report. Attached is a Progress Report received from Goodyear which presents the results of activities through June 25, 1951 by Goodyear District. May we

please have the report requested in Goodyear T.B.A. Bulletin #17 dated June 1, 1951.

Price Books. 6/5/51. A letter was mailed to Goodyear Dealer Price Book subscribers attaching a recap list of price schedules. These schedules should be in the Price Book so that the Price Book will be up to date. Any obsolete price schedules found in the book should be removed. If any of the current price schedules listed in the recap are not in the book, the Goodyear Field Representative who carries a limited supply of list prices should be contacted.

Tires & Tubes

Direct Mail Advertising. 6/18/51. The #3 issue of "Motorist's Guide" in your dealer's Auto Tire Direct Mail Campaign has been mailed to those names on the mailing list or dealers who subscribe to this service.

Federal Excise Tax. 6/26/51. Price lists covering all tire and tube lines excepting bicycle tires and tubes are revised as of July 2, 1951, to show the new excise tax amounts. These price lists have been mailed to Price Book holders.

Batteries

Clarite Battery. 6/8/51. Goodyear has received numerous inquiries from the field regarding the real value of the so-called Clarite Battery. Laboratory tests have been made on these batteries and advertising claims also have been investigated. The results of the tests and investigations are listed on the attached release which is for your T.B.A. Coordinator.

Farm Tractor Batteries. 6/12/51. Since some competitors have a special "Tractor Battery," Goodyear has had several requests for the addition of such a battery in their line. Their YKL HD Dry-Proof is such a battery. It is built for extra or severe service, and is ideal for farm tractor use. They will make available "Tractor Type

(Code G-618) and "Commercial Type" (Code G-617) identifying stickers for those dealers who feel that a battery recommended for tractor, truck or taxicab use must be so identified. A copy of this release is attached for your T.B.A. Coordinator.

Accessories

Fan Belts, Radiator Hose and Car Mats. Goodyear has set up a program for handling sales of Fan Belts, Radiator Hose and Car Mats and Miscellaneous Products 1830 to Atlantic Refining Company outlets, as follows:

- (1) The names of Atlantic Distributors and Dealers acting as Supplying Dealers, and Goodyear Dealers and Goodyear Stores acting as Supplying Dealers will be submitted to the Automotive Jobber Sales District Representative.
- (2) Automotive Jobber Sales District Representative will contact each of the qualified Atlantic accounts referred to in (1) above, for the purpose of signing them on an "A" Jobber Agreement (Form 719-9 (3-50)), and, at the same time, securing information requested on Application for Approval (Form 719-14 (3-51)), forwarding same to Akron, Department 719, along with the signed "A" Jobber Agreement. It will not be necessary to forward Application for Approval (Form 719-14 (3-51)) in advance of "A" Jobber Agreement as both forms will be processed simultaneously.
- (3) Atlantic accounts, when signed as "A" Jobbers and countersigned by Akron, will be extended Automotive Jobber Sales current Price Schedule 500A. The current Price Schedule 500A is Form 719-22, dated December 11, 1950. Shipments will be made from Goodyear Newark Automotive Jobber stocking warehouse to those accounts in the

Goodyear Newark, New York, and Philadelphia District, and from the Goodyear Boston Automotive Jobber stocking warehouse to those accounts in the Goodyear Albany, Boston, and Hartford Districts, and from the Massillon, Ohio Automotive Jobber stocking warehouse to those accounts in the Goodyear Syracuse and Buffalo Districts, until such a time as a satisfactory "AA" Automotive Jobber is appointed to render local service. Local service from "AA" Jobber will not change the price quoted the Atlantic accounts.

Goodyear will begin signing the eligible Atlantic accounts on the "A" Jobber program in the Philadelphia-New Jersey Region before introducing the program in the New England and New York Regions. It is estimated it will take them 30 to 45 days to complete this work in the Philadelphia-New Jersey Region.

- (4) When Atlantic accounts have been duly signed, it shall be the duty of Automotive District Salesmen and/or Automotive Missionary Men to:
 - (a) Resleeve all belts on hand with Goodyear conversion sleeves properly marked with corresponding Goodyear belt number.
 - (b) Install fan belt racks as directed by the dealer.
 - (c) Hang the belts in consecutive number order.
 - (d) Properly instruct the dealer in the use of Goodyear catalog and price schedules, and also his cost and suggested resale price schedules.
 - (e) The proper amount of catalogs and price schedules will be sent from Akron, as per request on reverse side of Application for Approval (Form 719-14). At least one copy of

catalog and price schedules will be left with the dealer pending arrival of above.

- 1832 (f) Suggested Trade Resale schedules to be used by Atlantic "A" Jobber when selling the Atlantic accounts he serves are Schedules 502, 503, and 504.

It should be clearly explained to the Atlantic account signed as an "A" Jobber that these schedules are competitive with the industry and that he (the Atlantic "A" Jobber) is to determine which one of these schedules he desires to use when selling the dealer he serves.

- (5) Atlantic dealers served by Atlantic accounts ("A" Jobbers):

- (a) The Automotive Jobber District Man will secure from the Atlantic accounts ("A" Jobbers) a list of Atlantic dealers being served.
- (b) He will then proceed with his Missionary Men to contact such dealers and change them over to Goodyear, the same as he changed over the Atlantic account ("A" Jobber).

- (6) "A" Jobber profit:

When the above buys at Schedule 500A and sells at:

Schedule 502, the Gross profit on the sale is 30%

Schedule 503, the Gross profit on the sale is 37%

Schedule 504, the Gross profit on the sale is 43%

- (7) Atlantic dealer being served by an "A" Jobber:

When the above buys at schedule shown below and sells at list Schedule 506:

Schedule 502, the Gross profit on the sale is 48%

Schedule 503, the Gross profit on the sale is 43%

Schedule 504, the Gross profit on the sale is 37%

- (8) Schedule 504 is not generally used in selling dealers. It is primarily intended for the dealer who does not carry a stock and picks up a belt when needed.

Schedule 503 is mostly used for dealers who carry a small stock.

Schedule 504 is used for the large stocking dealer who carries a substantial stock of several sizes and is classed as a Service Stock Dealer.

- (9) Summary:

With the "A" Jobber price extended to Atlantic accounts acting as Supplying Dealers showing an especially adequate profit when selling the dealer he serves, and a similar profit to the dealer when selling at list, plus the availability provided and the missionary work extended by Goodyear as well as placing the Atlantic Supplying Dealer competitive with the industry, the results should be gratifying to all concerned.

1834 We are mailing to your T.B.A. Coordinator, under separate cover, an Automotive Products Jobber Catalog #250.

Accessories

Ted Williams Car Nu/Car-Plate Deal. 6/15/51. A Sales Brochure, an ad reprint and dealer catalog page covering S. C. Johnson & Sons' Ted Williams Car Nu/Car-Plate Deal has been mailed to all names on the Car and Home Catalog mailing list.

S. J. Heideman

COMMISSION EXHIBIT No. 48F.

The Atlantic Refining Company
Progress through June 25, 1951

	N. Y.	Phila.	Newark	Buffalo	Albany	Syracuse	Boston	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points.	13	552	203	144	32	184	288	210	3625
2. Total number of Atlantic Supplying Dealers signed direct.	0	16	8	12	4	5	21	6	72
3. Total number of Goodyear Dealers & Stores acting as supply points.	2	0	19	15	12	13	22	22	105
4. Lee Tires Adjusted	0	302	32	83	29	107	149	64	796
5. Batteries Adjusted to Date	0	4	0	1	0	0	3	1	9
6. Introductory Display Packages Sold	13	439	7	143	33	99	230	125	1089

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

Philadelphia 1, PA.

July 31, 1951

TBA SJH

Goodyear Program

Mr. S. A. Gaylord, Manager,
Petroleum Sales Department,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio.

Dear Mr. Gaylord:

We do not know whether sales of major home appliances represent any substantial sales volume; in fact we are inclined to think they do not. It is a fact, however, that Firestone's sales of these products to Atlantic dealers are reported and credited to The Atlantic Refining Co. This is another item that may have a bearing on the overall sales performance and the disparity that exists in the results secured in the two divisions of our marketing area.

I realize that the contract that we have jointly executed excludes these products from commission consideration, but believe at the present time it would be worthwhile to reconsider this point. It was my understanding that commissions could not be paid on these products because of the very narrow distributor margin that Goodyear enjoys. I don't know what the margin is, but the inference is there is some margin. This, you will admit, is far better than the situation that exists on Super Pyro anti-freeze, where you are willing to sell the product to our dealers at your cost and to pay us a full commission besides.

I don't quite see why you should refuse to pay commis-

sions on big ticket merchandise, where the possibility of some net profit exists, while you continue to commit yourself to payment of commissions on an anti-freeze deal that must of necessity involve a net loss.

Will you kindly advise me the results of your reconsideration of this question?

Cordially yours,

/s/ S. J. Heideman

S. J. Heideman

1840

COMMISSION EXHIBIT NO. 50.

August 6, 1951

H G Harper

J W Basista

J W O'Neill—Philadelphia

Mr. S. J. Heideman

The Atlantic Refining Company

260 South Broad Street

Philadelphia, Pa

Subject: Major Home Appliances

Dear Mr. Heideman:

We have your favor of July 31 in which you ask that we reconsider the question of paying Atlantic sales commission on sales of Major Home Appliances.

Apparently there is some misunderstanding because Major Home Appliances are not carried in the Goodyear C & H M Line. By that I mean, we do not stock such merchandise in our warehouses or carry listings in our catalogue or price lists.

We do have a working arrangement with G-E, Motorola, Admiral, etc. in connection with our Retail Stores and Dealers to assist such accounts that may qualify in securing franchises from these companies for them if such an arrangement can be worked out.

It is true that Firestone does market these products under its own brand as a part of its regular line. However, outside of accommodation purchases we have no evidence of Service Stations selling or stocking the line.

In our various discussions with you Mr. Harper and myself have outlined our policy and the lines which we carry. While we do not carry Major Home Appliances we do offer a complete line of electrical traffic appliances, which no doubt you are familiar with.

Our Fall and Winter Car and Home Catalogue will be off the press and in the mail this week and I am attaching an advance copy to you herewith.

The question you raised in your letter regarding Super Pyro is not to our liking. It is simply a case of being competitive at the carload price which is offered by the manufacturer on a direct basis to any jobber or purchaser that qualifies.

We also quote Super Pyro in lesser quantities on a competitive basis and realize a profit on such sales. 1842 Car-load shipments are shipped direct by the manufacturer, therefore, do not require handling or warehousing on our part.

If you desire to discuss this question further we, of course, will be glad to do so.

Yours very truly,

Manager—Petroleum Sales Department.

S A Gaylord

lfm

1844

COMMISSION EXHIBIT NO. 51.

cc: Mr. S. A. Gaylord, Manager Petroleum Sales, Akron

August 7, 1951

Mr. S. J. Heideman, Manager
Tires, Batteries and Accessories Sales
The Atlantic Refining Company
260 S. Broad Street
Philadelphia 1, Pa.

Dear Mr. Heideman:

Having reviewed your letter of July 30th, I am pleased to outline below for your consideration steps that I suggest to be followed in the handling of a new Atlantic Dealer on the Goodyear T. B. A. Programs:

1. Arrange for double team contact by the Goodyear and Atlantic salesman.
2. Complete Form 1209 (Providing dealer is being signed direct through Goodyear District, Goodyear Service Store, Goodyear Independent Dealer.)
3. Complete contract (Associate or Direct Dealer.)
4. Prepare Goodyear financial statement for credit (Form G-39).
5. Take stock order (Tires, Batteries and Accessories).
6. Furnish initial price lists, tires, batteries and accessories. Claim forms, tires and battery warranty.
7. Take order for Atlantic Introductory Display Package.
8. Take order for Price Books, Specification literature, etc.
9. Complete identification (Form A-98401L for the installation of valances and signs).

2483

Commission Exhibit No. 51

10. Take equipment order (tire stands, battery display stands (PowR-SavR, Sr. and Jr.) battery chargers, used tire racks, etc.).

If I can be of any further assistance to you on this matter do not hesitate to contact me.

Yours very truly,

Joe O'Neill

Division Petroleum Representative

J. W. O'Neill

mme

2489

COMMISSION EXHIBIT NO. 51A

REQUEST FOR IDENTIFICATION FIELD SERVICE (A98101L)

Petroleum Stations listed below as requiring identification, and serviced by —

CX 51A



SUPPLYING DEALER

ADDRESS

PHONE

CITY

STATE

CONTACT MR.

Use this form to list calls which Supplying Dealer requests to be made for new or improved identification.

Goodyear Identification Representatives will work with TBA Supplying Dealers and Goodyear field personnel; to demonstrate the use of valences and signs available for quick

permanent identification.

Thus, Supplying Dealers, in making their regular calls on petroleum stations, will be able to keep the identification right up to the minute using signs, valences and hardware supplied by Goodyear without charge.

	TOWN & STATE	DEALER NAME	ADDRESS	PETROL TYPE	NEED SIGN	NEED VAL	COMMENTS
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

FEDERAL TRADE COMMISSION
DOCKET NO. 44-15,000
IN THE MATTER OF
DATE 5/11/51
AGE REPORTING CO. Official Report
By [Signature]

District

General Line Salesman

Address

Phone 1846

Commission Exhibit No. 52A.

2491

1847

COMMISSION EXHIBIT 52A.

Goodyear

Summary of Sales and Commissions Covered by the Sales Commission Plan Atlantic Refining Company.

Year and Month	Sales Volume
May 21, 1950 thru June 20, 1950	\$ 271
June 21, 1950 thru July 20, 1950	13,344
July 21, 1950 thru Aug. 20, 1950	35,118
Aug. 21, 1950 thru Sept. 20, 1950	27,188
Sept. 21, 1950 thru Oct. 20, 1950	25,864
Oct. 21, 1950 thru Nov. 20, 1950	21,366
Nov. 21, 1950 thru Dec. 31, 1950	42,427
Jan. 1, 1951 thru Jan. 20, 1951	7,924
Jan. 21, 1951 thru Feb. 20, 1951	19,614
Feb. 21, 1951 thru Mar. 20, 1951	22,024
Mar. 21, 1951 thru Apr. 20, 1951	217,865
Apr. 21, 1951 thru May 20, 1951	281,982
May 21, 1951 thru June 20, 1951	306,475

Commissions

	Commissions
May 21, 1950 thru June 20, 1950	\$ 27.10
June 21, 1950 thru July 20, 1950	1,334.40
July 21, 1950 thru Aug. 20, 1950	3,492.63
Aug. 21, 1950 thru Sept. 20, 1950	2,195.93
Sept. 21, 1950 thru Oct. 20, 1950	2,424.95
1848 Oct. 21, 1950 thru Nov. 20, 1950	1,881.88
Nov. 21, 1950 thru Dec. 31, 1950	4,090.03
Jan. 1, 1951 thru Jan. 20, 1951	658.65
Jan. 21, 1951 thru Feb. 20, 1951	1,858.35
Feb. 21, 1951 thru Mar. 20, 1951	2,086.85
Mar. 21, 1951 thru Apr. 20, 1951	21,296.99
Apr. 21, 1951 thru May 20, 1951	27,792.79
May 21, 1951 thru June 20, 1951	29,972.53

1849

COMMISSION EXHIBIT NO. 53.

SUMMARY OF SALES AND COMMISSIONS COVERED BY THE SALES COMMISSION PLAN

Year and Month	Shell American	Shell Oil Company	Sherwood Brothers	Atlantic Refining	Ashtand Oil	Freedom- Valvoline	Richfield Oil Corp.	Sinclair	Car & Home Merchandise Only	
									Sales	Volume
Jan 1, 1950 thru Jan 20, 1950	\$	\$ 364,398	\$18,685	\$	\$	\$	\$11,010	\$	\$	
Jan 21, 1950 thru Feb 20, 1950		611,885	27,180				18,248		20,937	
Feb 21, 1950 thru Mar 20, 1950		647,751	31,535				27,451		46,570	
Mar 21, 1950 thru Apr 20, 1950		919,282	46,404				30,713			
Apr 21, 1950 thru May 20, 1950		937,230	41,970				36,166		80,821	
May 21, 1950 thru June 20, 1950		1,295,673	56,422				31,504			
June 21, 1950 thru July 20, 1950		1,779,465	93,573	271			36,370			
July 21, 1950 thru Aug 20, 1950		1,876,457	85,431	13,344			67,000		105,534	
Aug 21, 1950 thru Sept 20, 1950	1,031	1,469,008	52,778	35,118	6,451		47,831			
Sept 21, 1950 thru Oct 20, 1950	1,804	1,039,588	51,165	27,188	19,070		54,125		106,284	
Oct 21, 1950 thru Nov 20, 1950	1,782	1,109,908	53,360	25,864	60,816		32,177			
Nov 21, 1950 thru Dec 31, 1950	1,000	1,278,738	56,860	21,366	107,244		42,712		131,754	
Jan 1, 1951 thru Jan 20, 1951	618	681,161	52,493	7,924	6,759		37,383			
Jan 21, 1951 thru Feb 20, 1951	443	841,187	44,962	19,614	12,467		54,761		55,753	
Feb 21, 1951 thru Mar 20, 1951	340	793,674	50,736	22,024	12,706		38,201			
Mar 21, 1951 thru Apr 20, 1951	686	703,209	39,439	27,865	13,567		37,302		101,903	
Apr 21, 1951 thru May 20, 1951	1,558	1,016,646	65,653	281,982	19,899		50,613			
May 21, 1951 thru June 20, 1951	344	1,174,353	52,621	306,475	21,131		47,005		119,449	
Jan 1, 1950 thru Jan 20, 1950	\$	\$ 34,771.08	\$ 1,844.46	\$	\$	\$	\$ 1,101.00	\$	\$	
Jan 21, 1950 thru Feb 20, 1950		57,697.13	2,679.38				1,824.80		2,569.20	
Feb 21, 1950 thru Mar 20, 1950		61,180.06	3,133.87				2,746.10			
Mar 21, 1950 thru Apr 20, 1950		86,107.09	4,935.83				3,022.63		4,046.85	
Apr 21, 1950 thru May 20, 1950		87,969.03	4,174.68				3,395.10			
May 21, 1950 thru June 20, 1950		119,281.33	5,625.55				3,120.68		8,302.96	
June 21, 1950 thru July 20, 1950		167,353.20	9,319.98	27.10			3,630.88			
July 21, 1950 thru Aug 20, 1950		177,370.77	8,473.98	1,334.40			0,090.78		9,941.88	
Aug 21, 1950 thru Sept 20, 1950	103.10	138,010.09	5,256.13	3,492.63	483.83		4,772.40			
Sept 21, 1950 thru Oct 20, 1950	186.28	98,038.20	5,076.65	2,195.93	1,405.53		5,351.83		10,274.32	
Oct 21, 1950 thru Nov 20, 1950	178.20	103,640.52	5,298.65	2,424.95	4,548.98		3,213.28			
Nov 21, 1950 thru Dec 31, 1950	100.00	117,785.74	5,572.58	1,881.88	8,043.31		4,254.35		12,462.43	
Jan 1, 1951 thru Jan 20, 1951	61.80	64,363.76	5,235.08	4,090.03	1,811.88		3,780.13			
Jan 21, 1951 thru Feb 20, 1951	44.30	78,029.35	4,496.80	658.65	506.63		5,283.03		5,177.28	
Feb 21, 1951 thru Mar 20, 1951	34.00	73,385.08	5,071.70	1,858.35	906.45		3,780.93			
Mar 21, 1951 thru Apr 20, 1951	68.60	64,871.05	3,639.28	2,086.85	931.91		3,717.23		9,496.73	
Apr 21, 1951 thru May 20, 1951	155.15	94,163.48	6,649.83	21,296.90	1,492.31		5,061.30			
May 21, 1951 thru June 20, 1951	34.40	108,186.75	5,259.83	27,792.79	1,492.31		4,096.18		11,140.82	
				20,972.53	1,584.28		1,210.70			

Commissions

Jan 1, 1950 thru Jan 20, 1950	\$	\$ 1,844.46	\$	\$	\$	\$	\$ 1,101.00	\$	\$	
Jan 21, 1950 thru Feb 20, 1950		57,697.13	2,679.38				1,824.80		2,569.20	
Feb 21, 1950 thru Mar 20, 1950		61,180.06	3,133.87				2,746.10			
Mar 21, 1950 thru Apr 20, 1950		86,107.09	4,935.83				3,022.63		4,046.85	
Apr 21, 1950 thru May 20, 1950		87,969.03	4,174.68				3,395.10			
May 21, 1950 thru June 20, 1950		119,281.33	5,625.55				3,120.68		8,302.96	
June 21, 1950 thru July 20, 1950		167,353.20	9,319.98	27.10			3,630.88			
July 21, 1950 thru Aug 20, 1950		177,370.77	8,473.98	1,334.40			0,090.78		9,941.88	
Aug 21, 1950 thru Sept 20, 1950	103.10	138,010.09	5,256.13	3,492.63	483.83		4,772.40			
Sept 21, 1950 thru Oct 20, 1950	186.28	98,038.20	5,076.65	2,195.93	1,405.53		5,351.83		10,274.32	
Oct 21, 1950 thru Nov 20, 1950	178.20	103,640.52	5,298.65	2,424.95	4,548.98		3,213.28			
Nov 21, 1950 thru Dec 31, 1950	100.00	117,785.74	5,572.58	1,881.88	8,043.31		4,254.35		12,462.43	
Jan 1, 1951 thru Jan 20, 1951	61.80	64,363.76	5,235.08	4,090.03	1,811.88		3,780.13			
Jan 21, 1951 thru Feb 20, 1951	44.30	78,029.35	4,496.80	658.65	506.63		5,283.03		5,177.28	
Feb 21, 1951 thru Mar 20, 1951	34.00	73,385.08	5,071.70	1,858.35	906.45		3,780.93			
Mar 21, 1951 thru Apr 20, 1951	68.60	64,871.05	3,639.28	2,086.85	931.91		3,717.23		9,496.73	
Apr 21, 1951 thru May 20, 1951	155.15	94,163.48	6,649.83	21,296.90	1,492.31		5,061.30			
May 21, 1951 thru June 20, 1951	34.40	108,186.75	5,259.83	27,792.79	1,492.31		4,096.18		11,140.82	
				20,972.53	1,584.28		1,210.70			

1851

COMMISSION EXHIBIT 54.

Goodyear.

Dollar Volume of Sales to Atlantic Accounts Upon Which Commissions Were Paid, and the Amounts of Such Commissions, 1951, 1952 and the First Six Months of 1953.

	1951		1952		6 Mo. 1953	
	T.B.A. Volume	Commis- sion	T.B.A. Volume	Commis- sion	T.B.A. Volume	Commis- sion
Atlantic	2,445,808	239,250.86	4,175,890	411,743.05	2,239,174	221,329.29

1852

COMMISSION EXHIBIT NO. 55.

Goodyear.

Federal Trade Commission

Auto Accessory Investigation

Information requested, page 3; "Petroleum Company distribution—sub-division 1" reading as follows: Schedule showing the name of each petroleum company with which Goodyear has "Commission" arrangements; the dollar volume of sales to petroleum company accounts upon which commissions are paid; and the amounts of such commissions; annually, for the years 1951, 1952, and the first six months of 1953.

	1951		1952		6 Mo. 1953	
	T.B.A. Volume	Commission	T.B.A. Volume	Commission	T.B.A. Volume	Commission
Shell	\$11,857,287	\$1,091,385.56	\$16,595,761	\$1,523,122.72	\$8,518,831	\$776,150.42
Ashland	289,405	21,797.42	441,444	35,658.73	292,291	23,466.08
Carter			136,289	10,771.00	511,132	41,626.62
Atlantic	2,445,808	239,250.86	4,175,890	411,743.05	2,239,174	221,329.29
Frontier			107,982	9,005.68	98,299	7,969.75
Mid-Continent			500,203	46,088.98	598,526	54,842.92
Valvoline	129,735	12,970.48	388,697	38,861.61	239,706	23,963.23
Richfield	565,766	56,159.46	529,198	52,866.47	248,828	24,878.86
Shamrock			268,394	25,077.89	217,851	19,613.46
Shell American	7,238	723.15	9,900	989.63	81,535	8,141.17
Sherwood Bros.	673,117	66,883.48	784,632	77,830.75	359,396	35,862.44
Quaker State					27,714	2,755.08
Sinclair	730,792	66,711.53	820,477	71,538.63	426,801	36,753.48
	\$16,690,148	\$1,555,881.44	\$24,758,876	\$2,303,555.14	\$13,869,084	\$1,277,352.80

2494

Commission Exhibit No. 56.

1854

COMMISSION EXHIBIT NO. 56.

Goodyear

To S A Gaylord, Manager

Dept. Petroleum Sales

At Akron

Terr. #

Copy to E C Sauter

From

Store..... Ter. #

District or Deport New York Terr. #

General Office.....

Date August 3, 1951

Answering Letter Dated

Subject Republic Oil Co.

The attached from Eddie Sauter regarding Republic Oil and the possibility of their handling our products is a matter, in my opinion, for Akron decision, inasmuch as they are distributors of Atlantic products.

I don't want to spend any time lining up with these people if for example, Atlantic—Philadelphia would prefer that they handle Firestone, since this is the tire being handled by Atlantic in that area.

Of course, I am not acquainted with the influence Atlantic might be able to bring to bear in forcing these people to a decision as to the line of tires that they—Atlantic—would like them to handle.

At any rate, will you explore this from a management standpoint and advise so that we can proceed according to Atlantic's desires.

(Illegible)

Manager—Northeast Division.

F W McConky Jr.

A

1856 COMMISSION EXHIBIT NO. 56A.

F W McConky, Jr-Mgr
Northeast Division
New York N Y

Pittsburgh-13 1000
8-2-51

Republic Oil Co

This is a Pittsburgh concern who are acting as distributor of Atlantic products in parts of Pennsylvania and Northern West Virginia.

The retail division of this company operates about seventy-five (75) service stations. They have never gone into a TBA program and at present have no tire hook-ups. They are in the process, however, of trying to get a deal with one of the major tire companies and would like to entertain a proposition from Goodyear whereby we would sell their stations direct or through supplying dealers at a price which would be in line with each outlet's volume with an override to the oil company.

Possibly we could use this additional distribution in the Pittsburgh area, particularly on passenger tires and tubes, so if you are interested, possibly we should take the matter up with Petroleum Sales for their comments.

District Manager.

E C Sauter
mtm

P.S.—We are attaching latest Dun report on this concern.

2496

Commission Exhibit No. 57.

1857

COMMISSION EXHIBIT N. 57.

cc F W McConky Jr—New York

E A Sauter—Pittsburgh

August 9, 1951

Mr S J Heideman
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pa

Subject: Republic Oil Company

Dear Syd:

Mr. Sauter, our District manager at Pittsburgh, and Mr. McConky, advises that subject account is considering marketing T.B.A. products and have invited us to submit a proposal.

Before taking any action in the matter we felt that we should take the matter up with you for further guidance and your good counsel in the matter.

Will appreciate hearing from you on this as soon as possible.

Thanking you, with kind regards.

Sincerely,

Manager—Petroleum Sales Dept.

S A Gaylord
lfm

1859

COMMISSION EXHIBIT NO. 58:

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

August 14, 1951

TBA SJH

Republic Oil Company

Mr. S. A. Gaylord, Manager
Petroleum Sales Department
Goodyear Tire & Rubber Company
Akron 16, Ohio

Dear Sam:

Your note of August 9th has been received. Any overtures on your company's part to the subject could upset negotiations that we have underway at present. It was thoughtful of you to consult us and needless to say we appreciate it as we will also appreciate your rejection of the invitation.

Cordially yours,

Syd

S. J. Heideman

2498

Commission Exhibit No. 59A-C.

1861

COMMISSION EXHIBIT NO. 59A-C.

Goodyear

The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio

January 1, 1950

Shell Oil Company
50 West 50th Street
New York 20, N Y

Gentlemen:

We now confirm our arrangement with you relative to services to be rendered by you in promoting the sale of certain Goodyear merchandise to customers who are otherwise engaged in or propose to engage in the sale of your products and who are agreed upon in writing with you from time to time on our form G-1209.

During the year 1950 and thereafter from month to month until cancelled by either party on thirty (30) days' written notice to the other, these services shall continue with respect to Goodyear tires (casings and tubes, including Goodyear-produced recaps and repaired tires), batteries, and certain car and home merchandise and related merchandise listed in Exhibit A attached to this letter and made a part hereof.

While this agreement remains in effect, it is understood that you will actively assist us in selling and promoting the sale of the above merchandise to your customers above referred to. You will see that your field offices work energetically with us with a view to assisting us to the fullest practicable extent in perfecting sales, credit, and merchandising arrangements with all such customers.

We understand that your field representatives will make available the benefit of their sales experience to these cus-

tomers by offering suggestions to them regarding the best methods of display, identification, and advertising of merchandise purchased from us, the maintenance of adequate stocks, accounting and operating procedures, and other details of their businesses.

You will instruct your field representatives that in their regular calls upon these accounts they shall encourage the accounts in undertaking and continuing vigorously the marketing of our products. To assist in the proper 1863 coordination of sales programs, you will at our request from time to time have your representatives call upon these customers in company with our salesmen. You will at all times cooperate and assist us in our efforts to promote and increase the sale of such merchandise by the customers to whom sales shall be made by us.

It is understood that you will maintain adequate dealer training programs in the sale of tires, batteries, and accessories, and qualified personnel to render the services called for hereunder regularly and efficiently. The right to accept or reject any order received from any customer shall at all times rest with us.

With respect to customers on the approved list agreed upon with you, we will furnish you as soon as practicable after the end of each month with a statement reflecting sales made by us from our own supply points (retail stores, factories, district warehouses, or other owned outlets) and sales made by and reported to us by our dealer supply points, all as shown on Exhibit A. While we cannot guarantee that all such sales by dealer supply points will be reported to us, or that in some instances cash or c.o.d. transactions may not be reported, we assure you that we will in good faith urge dealer supply points to keep us promptly advised of such sales and will endeavor to maintain a complete record of all such sales.

At the time each such statement is submitted, we will

pay you a merchandise commission of ten per cent (10%) on all sales to your retail dealers and seven and one-half per cent ($7\frac{1}{2}\%$) on all sales to your franchise petroleum jobbers and distributors as covered by such statement, computed on the net amount of invoices, excluding tax, after deducting, whether shown on invoice or subsequently allowed, annual volume bonus, and all applicable discounts and allowances, other than cash discount, provided, however, that with respect to sales of Resolute batteries the commission shall be seven and one-half per cent ($7\frac{1}{2}\%$) on all such sales whether to your retail dealers or to your jobbers and distributors.

We understand that you will retain for your own exclusive benefit all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

If we have outlined correctly your understanding of this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber
Company, Inc.

By Victor Haeth

Vice President.

Attest: W. O. Shilts

Secretary.

Accepted:

Shell Oil Company

By J. T. Jordan

TSP

1867

COMMISSION EXHIBIT No. 59D-E.

Exhibit A—Page 1

Products Eligible under the Merchandising Commission Plan

Sales of the following products to approved Shell accounts are subject to commission when delivery is taken from an authorized (G-1209) supply point as indicated below by the symbol x.

Product	Goodyear District	Field or Factory Warehouse	Goodyear Store	Goodyear Independent Dealer
All New Goodyear Tires & Tubes	x	•	x	x
All Second Goodyear Tires & Tubes	x	•	x	x
Goodyear Produced Recaps & Repairs	x	•	x	
Goodyear Automotive Batteries	x	•	x	x
Resolute Automotive Batteries	x	•	x	x
Goodyear Farmlight Batteries	x	•	x	x
Battery Cables	x	•	x	x
Car & Home Merchandise	•	x (1)	x (2)	x
Anti-freeze	•	x (1)	x (2)	x
Tire Chains	•	x (1)	x (2)	x
Goodyear Brake Lining-Rivets-Weights	•	x	•	•
Dill & Schrader Valve Products	x	•	x	x
Sea-Bee Outboard Motors.	•	x (1)	x (2)	x

Goodyear Repair Material—Shelf or Resale Items—Car & Home Line, as listed in C & H M Catalogue, as follows:

Small & Bicycle Tube Repair Kits	x	x (1)	x (2)	x
Rubber Bonding Cement	x	x (1)	x (2)	x
Emergency Self-Sealing Patches	x	x (1)	x (2)	x
Small Containers Cold Patch Cement	x	x (1)	x (2)	x
Gasket Compound	x	x (1)	x (2)	x
Bicycle Rim Cement	x	x (1)	x (2)	x
Motorists Vulc-Patch Kits	x	x (1)	x (2)	x

* Not stocked at these locations.

- (1) Goodyear District Manager may appoint Goodyear Store as supply point after securing approval by Akron as a Car & Home Merchandise supply point, G-1209 to be issued and signed by Shell.
- (2) Goodyear Dealer may be appointed by Goodyear District Manager as a Car and Home Merchandise supply point, also G-1209 to be issued and signed by Shell.

2502

Commission Exhibit No. 59D-E.

1869

Exhibit A—Page 2

Products not Eligible under Sales Commission Plan

All products not listed above as eligible products including but not limited to—

General Electric and Hotpoint Major Appliances

General Electric Radios and Television Sets

Motorola Radios, Aerials and Accessories

Magie Chef Ranges

Coleman Major Appliances as supplied by Distributors

Admiral—Radios—Television & Major Appliances

All types of Equipment—Battery Chargers

Display, Service Station, etc.

Repair Material—Camelback

Advertising and Sales Promotion Items

Adjustment Sales and Credits.

Exhibit A, consisting of two pages, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc to Shell Oil Company dated January 1, 1950.

The Goodyear Tire & Rubber
Company, Inc

By Victor Haeth

Vice President

Shell Oil Company

By J. T. Jordan

TSP

1871 COMMISSION EXHIBIT NO. 59F-G.

January 8, 1953

Shell American Petroleum Company
Kokoso, Indiana

Gentlemen:

We now confirm our arrangement with you relative to services to be rendered by you in promoting the sale of certain Goodyear merchandise through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon in writing with you from time to time on our form G-1209.

From the date hereof until cancelled by either party upon one hundred twenty (120) days' written notice to the other, these services shall continue with respect to Goodyear tires, (casings and tubes, including Goodyear-produced recaps or retreads and repaired tires) batteries and certain car and home merchandise and related merchandise listed as "Products Eligible under the Merchandising Commission Plan" in Exhibit A attached to this letter and made a part hereof.

While this agreement remains in effect, it is understood that you will actively assist us in selling and promoting the sale of the above merchandise to your customers above referred to. You will see that your field officers work energetically with us with a view to assisting us to the fullest practicable extent in perfecting sales, credit, and merchandising arrangements with all such customers.

We understand that your field representatives will suggest to these customers the maintenance of adequate stocks of merchandise purchased from us and will counsel them as to the maintenance of proper identification and advertising with respect thereto.

You will instruct your field representatives that in their regular calls upon these accounts they shall encourage the accounts in undertaking and continuing vigorously their representation for us. To assist in the proper coordination of sales programs you will, from time to time at our mutual convenience, have your representatives call upon these customers in company with our salesmen. You will, throughout the term of our agreement, cooperate with and assist us in our efforts to promote and increase the sale of such merchandise by the customers to whom sales shall be made by us.

It is understood that you will maintain adequate dealer training programs in the sale of tires, batteries, and 1872 accessories, and qualified personnel to render the services called for hereunder regularly and efficiently. The right to accept or reject any order received from any customer shall at all times rest with us.

With respect to outlets on the approved list agreed upon with you, we will furnish you as soon as practicable after the end of each month with a statement reflecting sales made by us from our own supply points (retail stores, factories, district warehouses, or other owned outlets) and sales made by and reported to us by our dealer supply points, all as shown on Exhibit A. While we cannot guarantee that all such sales by dealer supply points will be reported to us, or that in some instances cash or c.o.d. transactions may not be reported, we assure you that we will in good faith urge dealer supply points to keep us promptly advised of such sales and will endeavor to maintain a complete record of all such sales.

At the time each such statement is submitted, we will pay you a merchandise commission of ten per cent (10%) on all sales to your dealer outlets and seven and one-half per cent (7½%) on all sales to your franchise petroleum jobbers and distributors as covered by such statement,

computed on the net amount of invoices, excluding tax, after deducting, whether shown on invoice or subsequently allowed, annual volume bonus, and all applicable discounts and allowances, other than cash discount, provided, however, that with respect to sales of Resolute batteries the commission shall be seven and one-half per cent (7½%) on all such sales whether to your dealer outlets or to your jobbers or distributors.

We understand that you will retain for your own exclusive benefits all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

Our records pertaining to business under this arrangement will be made available in our districts for reasonable inspection by you during ordinary business hours.

If we have outlined correctly your understanding in this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber Company, Inc.

By Victor Molt

Vice President

Attest: W M Martin

Assistant Secretary

Accepted: _____

Shell American Petroleum Company

By D T Buchanan

Vice President

1873 COMMISSION EXHIBIT NO. 59H-I.

A. Products Eligible under the Merchandising Commission Plan

Sales of the following products to approved Shell American Petroleum Company accounts are subject to commission when delivery is taken from an authorized (G-1209) supply point as indicated below by the symbol x.

Product	Good-year District	Field or Factory Warehouse	Good-year Store	Goodyear Independent Dealers
All new Goodyear Tires & Tubes (Except Airplane)	x	*	x	x
All Second Goodyear Tires & Tubes	x	*	x	x
Goodyear produced Recaps & Repairs	x	*	x	x
Goodyear Automotive Batteries	x	*	x	x
Resolute Automobile Batteries	x	*	x	x
Goodyear Farmlight Batteries	x	*	x	x
Battery Cables	*	x	x	x
Car & Home Merchandise except that listed in paragraph B of this Exhibit	*	x	x	x
Anti-Freeze	*	x	x	x
Tire Chains	*	x	x	x
Goodyear Brake Lining-Rivets-Weights	*	x	*	*
Dill & Schrader Valve Products	x	*	x	x
Sea-Bee Outboard Motors	x	*	x	x
Goodyear Repair Material—Shelf or Resale items—Car & Home Line, as listed in C & H M Catalogue, as follows:				
Small & Bicycle Tube Repair Kits	x	x	x	x
Rubber Bonding Cement	x	x	x	x
Emergency self-sealing Patches	x	x	x	x
Small Containers Cold Patch Cement	x	x	x	x
Gasket Compound	x	x	x	x
Bicycle Rim Cement	x	x	x	x
Motorists Vule-Patch Kits	x	x	x	x
* Not stocked at these locations.				

1874 B. Products not Eligible under Sales Commission Plan

All products not listed above as eligible products including but not limited to—

General Electric and Hotpoint Major Appliances

General Electric Radios and Television Sets

Motorola Radios, Aerials and Accessories

Magic Chef Ranges

Coleman Major Appliances as supplied by Distributors

Admiral—Radios—Television & Major Appliances

All types of Equipment—Battery Chargers

Display, Service Station, etc.

Repair Material—Camelback

Advertising and Sales Promotion Items

Adjustment Sales and Credits.

Exhibit A, consisting of two pages, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc. to the Shell American Petroleum Company, dated January 8, 1953.

The Goodyear Tire & Rubber Company, Inc.

By Victor Molt

Vice President

Attest: W M Martin

Assistant Secretary

Shell American Petroleum Company

By D T Buchanan

Vice President

2508.

Commission Exhibit No. 60A.

1875

COMMISSION EXHIBIT NO. 60A.

Good Year

To J. A. Bailey
Dept. Division Manager
At Dallas
Terr. #
Copy To

From { Terr. #
Store { District or Depot Oklahoma City
Terr # 4400
General Office

Date November 6, 1951

Answering

Letter Dated

Subject The Shamrock Oil & Gas Corporation
Amarillo, Texas

The above is an independent producer, refiner, and marketer of petroleum products, with headquarters in Amarillo, Texas.

The company was started in 1929, reorganized in 1935, and in 1939 Mr. James H. Dunn became president. Since that time the company has had continued growth and is currently on an expansion program which I will comment on in greater detail later in this letter.

I am not certain but would not be greatly surprised if the Gulf Refining Company might not be indirectly interested in Shamrock. I make this statement due to the fact that a large share of their bank loans are made by the Mellon National Bank & Trust Company of Pittsburgh, and due to the fact that Mr. Frank R. Denton, a director, is vice-chairman of the Board of the foregoing bank.

It has only been in the last few years that Shamrock has

been selling petroleum products under their own name and have taken definite steps to expand their position from a marketing standpoint. They are now on a program of leasing and building new stations. The front of the attached annual report (No. 1) illustrates the type building which they are erecting.

At the present time they are marketing in parts of Texas, Kansas, Colorado, and New Mexico.

Expansion calls for their going into Arizona, Western Nebraska, and Southern Wyoming.

Shamrock is joint owner of a pipe line running from the vicinity of their refinery to Denver, Colorado, in which city they have taken on new distribution and are building stations until they have a total of 40 outlets.

Their method of distribution is through jobbers only. The breakdown of the towns in which they are located by states is as follows:

State	No. Towns Jobbers & Service Stations	No. Towns Service Stations Only	No. Towns Shamrock Controls Leases	No. Towns Shamrock has Company- Owned Stations
Texas	28	13	5	7
Colorado	28	24	2	4
N. Mexico	12	26		
Oklahoma	4	2		1
Kansas	4	5		
Total	<u>76</u>	<u>70</u>	<u>8</u>	<u>12</u>

1877 List of towns by state is attached (No. IV).

From the above it will be noted that there are 76 towns in which they have both jobber and service station outlets, and 70 towns with service station outlets only.

This does not represent number of outlets but towns only. Mr. Dunn advised me that they now serve through their jobbers approximately 300 stations.

You have noted that at present Shamrock controls only 20 stations, 8 through leases and 12 which have been or are in the process of being constructed.

Here again Mr. Dunn advises that they have just started on this plan as it was decided that if they were to continue to grow they would have to follow the pattern of the major companies by owning or controlling a much higher percentage of their outlets.

Building restrictions may of course currently hold up this activity although they are presently erecting a station in Borger, Texas, for Gunn Brothers, which, including the property, will represent an outlay of at least \$85,000.

Shamrock has seven salesmen on refined products.

In the area in which this company operates they are very highly regarded and under present management it is felt that they will continue to grow and become a real factor. They had planned a pipe line from their refinery to Lubbock until restrictions prevented doing so. This would have enabled them to immediately go further south into Texas from a distribution standpoint.

While the company at present on a comparative basis cannot be considered large, based on future potential, it is my thought that our company should give consideration to establishing a TBA program with them—this regardless of the fact that the larger share of their total outlets is located in districts other than Oklahoma City.

It is my thinking that our Sales Commission Plan is the only one that would work with Shamrock to both their and our advantage.

I of course have not offered this to them, explaining that I had to submit a proposal to management for consideration before this could be done. I did specifically state that I knew one of Shamrock's requirements would be that they put on a full-time TBA representative.

There may be further information that management may want, or Mr. Gaylord might even be interested in making a trip with me to see Mr. Dunn, the president, and Mr. Wilmeth, the sales manager.

I would appreciate hearing on this subject as soon as practical, in view of the fact that I have had several contacts with Mr. Dunn and it is his desire that the subject be continued until a decision is reached.

Frankly, I have not made any thorough attempt to sell them on the advantages of Goodyear over competition, as I felt the first step was to determine whether or not our company would approve them for the Sales Commission Plan.

R. G. Miller
District Manager

R. G. Miller
crg

Attachments:

- I—Annual Report for 1950
- II—Annual Report, 9 Months 1951.
- III—Map (Red outlines the general area in which this company now operates—green dots indicate location of the majority of their jobbers and some of the S. S. towns; no attempt was made to spot all of them.)
- IV—List showing location of jobbers and stations by state
- V—Publication put out by Shamrock, called "The Shamrock"
- VI—Sample of Shamrock Road Map

2512

Commission Exhibit No. 61.

1881

COMMISSION EXHIBIT NO. 61.

Outline of Discussion

The Shamrock Oil & Gas Corporation

Amatillo, Texas

Tuesday—November 27, 1951

1882

FEDERAL TRADE COMMISSION.

Docket No. 6486. Commission Exhibit No. 61A.

**In the Matter of Goodyear Tire & Rubber Co. &
Atlantic Refining Co.**

Date 3/7/57 Witness

Ace Reporting Service. Official Reporter.

By Machado.

1883

Express appreciation for the opportunity of discussing the subject of marketing Tires—Batteries and Accessories.

The Selling and Servicing of Transportation is the primary interest of both Shamrock and Goodyear.

We both prosper to the degree we serve the public—dependent on many important factors, such as—

Quality of Products

Completeness of Lines

Consumer Acceptance

Competitive Franchise

Distributive Facilities—Availability

Sales Organization

Complete Sales Assistance

Advertising, etc.

However, all of these factors would be of minor value without strong and adequate dealership representation to the consuming public.

In recognition of this we might add Goodyear success is founded on the principle of "only one" boss—the public and one partner—"our dealers"—putting it another way, we know that—

What will best serve the Public and our Dealers will be the best for our company.

1884 **FEDERAL TRADE COMMISSION.**

Docket No. 6486. Commission Exhibit No. 61B.

1885 A sound policy for any company serving the public—and this logic is fundamental when applied to marketing Tires, Batteries and Accessories through Oil Company Service Stations.

Retrace growth of T.B.A. Sales through Petroleum Service Stations from the beginning up to date.

Dilution of gasoline market per station 1922 (1) gasoline outlet for every 1186 passenger cars—ten years later (1) for every 72 passenger cars.

(Today (1) drive-in Service Station for every 151 passenger cars)

Sale of Tires were experimented with in 1928

and

Goodyear was first.

(show chart)

Batteries added—

Now a requirement of every Service Station.

Accessories came later—implemented during last war—especially automotive lines

1886 **FEDERAL TRADE COMMISSION.**

Docket No. 6486. Commission Exhibit No. 61C.

1887 **The T.B.A. Market**

The Hearst Survey of 1947 indicated consumer buying habits of T.B.A. Merchandise, as follows:

Tires and Tubes	36.7% buy at a Service Station
Batteries	44.4% buy at a Service Station
Accessories	19.9% buy at a Service Station

These percentages translated to dollar potential—purchases are estimated, as follows:

Tires & Tubes	192 Million dollars
Batteries	108 Million dollars
Accessories	102 Million dollars

And more important is—

1888 **FEDERAL TRADE COMMISSION.**

Docket No. 6486. Commission Exhibit No. 61D.

1889 Today the public expects and demands these service and trades regularly where they are available.
Oil Company recognition.

Consumer buying habits
(Hearst Survey)

Important profits to Dealers and Oil Companies
T. B. A. Dealer profit.
(Show charts)

Increasing competition is making car owners more exacting in demands, more critical of incomplete, poor service.

Proof of T. B. A. Selling through Petroleum Service Stations. (U. S. 1948 Census)

1891 Discuss Commission Plan. Outline mechanics in detail G-1209—G-1204.

Go over suggested form of agreement.

1893 Summarizing Way Oil Companies Have
T. B. A. Programs.

To offer the public more satisfactory service—thoroughly competitive with service offered by others.

To provide extra profit for Dealers. To complement and increase the sale of petroleum products.

To secure extra volume and profits and improve rental returns on Service Station investments.

1895 COMMISSION EXHIBIT NO. 62A-C.

March 11, 1952

The Shamrock Oil and Gas Corporation
First National Bank Building
Amarillo, Texas

Gentlemen:

We now confirm our arrangement with you relative to services to be rendered by you in promoting the sale of certain Goodyear merchandise through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon in writing with you from time to time on our form G-1209.

From the date hereof until cancelled by either party upon one hundred twenty (120) days' written notice to the other, these services shall continue with respect to Goodyear tires (casings and tubes, including Goodyear-produced recaps or retreads and repaired tires), batteries and certain car and

home merchandise and related merchandise listed as "Products Eligible under the Merchandising Commission Plan" in Exhibit A attached to this letter and made a part hereof.

While this agreement remains in effect, it is understood that you will actively assist us in selling and promoting the sale of the above merchandise to your customers above referred to. You will see that your field offices work energetically with us with a view to assisting us to the fullest practicable extent in perfecting sales, credit, and merchandising arrangements with all such customers.

We understand that your field representatives will suggest to these customers the maintenance of adequate stocks of merchandise purchased from us and will counsel them as to the maintenance of proper identification and advertising with respect thereto.

You will instruct your field representatives that in their regular calls upon these accounts they shall encourage the accounts in undertaking and continuing vigorously their representation for us. To assist in the proper coordination of sales programs you will, from time to time at our mutual convenience, have your representatives call upon these customers in company with our salesmen. You will, throughout the term of our agreement, cooperate with and assist us in our efforts to promote and increase the sale of such merchandise by the customers to whom sales shall be made by us.

It is understood that you will maintain adequate dealer training programs in the sale of tires, batteries, and accessories, and qualified personnel to render the services called for hereunder regularly and efficiently. The right to accept or reject any order received from any customer shall at all times rest with us.

1897. With respect to outlets on the approved list agreed upon with you, we will furnish you as soon as practicable after the end of each month with a statement re-

flecting sales made by us from our own supply points (retail stores, factories, district warehouses, or other owned outlets) and sales made by and reported to us by our dealer supply points, all as shown on Exhibit A. While we cannot guarantee that all such sales by dealer supply points will be reported to us, or that in some instances cash or c.o.d. transactions may not be reported, we assure you that we will in good faith urge dealer supply points to keep us promptly advised of such sales and will endeavor to maintain a complete record of all such sales.

At the time each such statement is submitted, we will pay a merchandise commission of ten per cent (10%) on all sales to your dealer outlets and seven and one-half per cent (7½%) on all sales to your wholesale petroleum distributors and jobbers as covered by such statement, computed on the net amount of invoices, excluding tax, after deducting, whether shown on invoice or subsequently allowed, annual volume bonus, and all applicable discounts and allowances, other than cash discount, provided, however, that with respect to sales of Resolute batteries the commission shall be seven and one-half per cent (7½%) on all such sales whether to your dealer outlets or to your distributors.

We understand that you will retain for your own exclusive benefits all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

Our records pertaining to business under this arrangement will be made available in our districts for reasonable inspection by you during ordinary business hours.

Anything hereinabove to the contrary notwithstanding, it is understood that you will not be obligated to advance

credit to any such customers or guarantee and such credit; that you will not be obligated to do business under this contract in any state in which you do not have a permit to do business; and that you will not be obligated to solicit your customers to come under this plan or sell TBA under this plan where, in your opinion, such customers do not desire to avail themselves hereunder, and in each such case such prospective customer will be removed from coverage hereunder and any form G-1209 applicable to such customer shall be cancelled.

If we have outlined correctly your understanding of this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber
Company, Inc.

By Victor Haeth

Vice President

Attest:

! ! ! ! ! ! ! !

Assistant Secretary

Accepted:

The Shamrock Oil and Gas
Corporation

By Harry ! ! ! !

Vice President

(Seal)

Attest:

F. V. Wallaie

Secretary

COMMISSION EXHIBIT NO. 62-D.

Exhibit A—Page 1

A. Products Eligible under the Merchandising Commission Plan.

Sales of the following products to approved accounts of The Shamrock Oil and Gas Corporation are subject to commission when delivery is taken from an authorized (G-1209) supply point as indicated below by the symbol (X).

Product	Goodyear District	Field or Factory Ware-house	Goodyear Store	Goodyear Independent Dealers
All new Goodyear Tires & Tubes (Except Airplane)	X	*	X	X
All Second Goodyear Tires & Tubes	X	*	X	X
Goodyear produced Recaps & Repairs	X	*	X	
Goodyear Automotive Batteries	X	*	X	X
Resolute Automotive Batteries	X	*	X	X
Goodyear Farmlight Batteries	*	X	X	X
Battery Cables	X	*	X	X
Car & Home Merchandise except that listed in paragraph B of this exhibit	*	X	X	X
Anti-Freeze	*	X	X	X
Tire Chains	*	X	X	X
Goodyear Brake Lining-Rivets-Weights	*	X	*	*
Dill & Schrader Valve Products	X	*	X	X
Sea-Bee OutBoard Motors	X	*	X	X
Goodyear Repair Material—Shelf or Resale Items—Car & Home Line, as listed in C & H M Catalogues, as follows:				
Small & Bicycle Tube Repair Kits	X	X	X	X
Rubber Bonding Cement	X	X	X	X
Emergency Self-Sealing Patches	X	X	X	X
Small Containers Cold Patch Cement	X	X	X	X
Gasket Compound	X	X	X	X
Bicycle Rim Cement	X	X	X	X
Motorists Vulc-Patch Kits	X	X	X	X
* Not stocked at these locations.				

Exhibit A—Page 2**B. Products not eligible under Sales Commission Plan**

All products not listed above as eligible products including but not limited to—

General Electric and Hotpoint Major Appliances

General Electric Radios and Television Sets

Motorola Radios, Aerials and Accessories

Magic Chef Ranges

Coleman Major Appliances as supplied by Distributors

Admiral—Radios—Television & Major Appliances

All types of Equipment—Battery Chargers

Display, Service Station, etc.

Repair Material—Camelback

Advertising and Sales Promotion Items

Adjustment Sales and Credits

Exhibit A, consisting of two pages, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc. to The Shamrock Oil and Gas Corporation, dated March 11, 1952.

The Goodyear Tire & Rubber Company, Inc.

By (Illegible)

Vice President.

The Shamrock Oil and Gas Corporation

By Harry Wheeldon EHS

Vice President.

1905

COMMISSION EXHIBIT NO. 63.

The Shamrock Oil and Gas Corporation
First National Bank Building
Box 631 Amarillo, Texas

August 29, 1952

Mr. R. G. Miller
The Goodyear Tire and Rubber Co., Inc.
913 North Broadway
Oklahoma City, Oklahoma

Dear Dick:

You know, of course, that we have for some time, in connection with Gunn Brothers, been negotiating for a certain piece of property located at 10th and Johnson St., Amarillo, Texas.

Shamrock has now secured this property and it is our plan to begin erection immediately after November 1st, this year of suitable facilities for service station location to serve trucks and heavy equipment. These facilities will be leased to Gunn Brothers; Shamrock will be the owner.

I am giving you this information now so that you will know we are looking ahead in all our expansion, which most definitely includes Goodyear TBA.

At the proper time when these facilities are ready for operation, we will so certify them to Goodyear as a dealer.

Best regards,

Leo J. Wilmeth.

LJW/ek

cc: Mr. J. W. Basista

The Goodyear Tire and Rubber Co., Inc.
1144 East Market Street
Akron 16, Ohio

1907

COMMISSION EXHIBIT NO. 64A-C.

Goodyear

The Goodyear Tire & Rubber Company, Inc.

Akron 16, Ohio

September 5, 1952

Carter Oil Company
Denver, Colorado

Gentlemen:

We now confirm our arrangement with you relative to services to be rendered by you in promoting the sale of certain Goodyear merchandise through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon in writing with you from time to time on our form G-1209.

From the date hereof until cancelled by either party upon one hundred twenty (120) days' written notice to the other, these services shall continue with respect to Goodyear tires (casings and tubes, including Goodyear-produced recaps or retreads and repaired tires), batteries and certain car and home merchandise and related merchandise listed as "Products Eligible under the Merchandising Commission Plan" in Exhibit A attached to this letter and made a part hereof.

While this agreement remains in effect, it is understood that you will actively assist us in selling and promoting the sale of the above merchandise to your customers above referred to. You will see that your field offices work energetically with us with a view to assisting us to the fullest practicable extent in perfecting sales, credit, and merchandising arrangements with all such customers.

We understand that your field representatives will suggest to these customers the maintenance of adequate stocks

of merchandise purchased from us and will counsel them as to the maintenance of proper identification and advertising with respect thereto.

You will instruct your field representatives that in their regular calls upon these accounts they shall encourage the accounts in undertaking and continuing vigorously their representation for us. To assist in the proper coordination of sales programs you will, from time to time at our mutual convenience, have your representatives call upon these customers in company with our salesmen. You will, throughout the term of our agreement, cooperate with and assist us in our efforts to promote and increase the sale of such merchandise by the customers to whom sales shall be made by us.

1909 It is understood that you will maintain adequate dealer training programs in the sale of tires, batteries, and accessories, and qualified personnel to render the services called for hereunder regularly and efficiently. The right to accept or reject any order received from any customer shall at all times rest with us.

With respect to outlets on the approved list agreed upon with you, we will furnish you as soon as practicable after the end of each month with a statement reflecting sales made by us from our own supply points (retail stores, factories, district warehouses, or other owned outlets) and sales made by and reported to us by our dealer supply points, all as shown on Exhibit A. While we cannot guarantee that all such sales by dealer supply points will be reported to us, or that in some instances cash or c.o.d. transactions may not be reported, we assure you that we will in good faith urge dealer supply points to keep us promptly advised of such sales and will endeavor to maintain a complete record of all such sales.

At the time each such statement is submitted, we will pay you a merchandise commission of ten per cent (10%)

on all sales to your dealer outlets and seven and one-half per cent (7½%) on all sales to your franchise petroleum jobbers and distributors as covered by such statement, computed on the net amount of invoices, excluding tax, after deducting, whether shown on invoice or subsequently allowed, annual volume bonus, and all applicable discounts and allowances, other than cash discount, provided, however, that with respect to sales of Resolute batteries the commission shall be seven and one-half per cent (7½%) on all such sales whether to your dealer outlets or to your jobbers or distributors.

We understand that you will retain for your own exclusive benefits all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

Our records pertaining to business under this arrangement will be made available in our districts for reasonable inspection by you during ordinary business hours.

If we have outlined correctly your understanding 1911 in this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber Company, Inc.

By (Illegible)

Vice President.

Attest: (Illegible)

Secretary.

Accepted:

Carter Oil Company

By J. M. Williams,

Vice President.

1913 COMMISSION EXHIBIT NO. 64D.

Exhibit A—page 1

A. Products Eligible under the Merchandising Commission Plan

Sales of the following products to approved Carter Oil Company accounts are subject to commission when delivery is taken from an authorized (G-1209) supply point as indicated below by the symbol x.

Product	Goodyear District	Field or Factory Ware- house	Good- year Store	Goodyear Inde- pendent Dealers
All new Goodyear Tires & Tubes (Except Airplane)	x	*	x	x
All Second Goodyear Tires & Tubes	x	*	x	x
Goodyear produced Recaps & Repairs	x	*	x	
Goodyear Automotive Batteries	x	*	x	x
Resolute Automotive Batteries	x	*	x	x
Goodyear Farmlight Batteries	x	*	x	x
Battery Cables	*	x	x	x
Car & Home Merchandise except that listed in paragraph B of this Exhibit	*	x	x	x
Anti-Freeze	*	x	x	x
Tire Chains	*	x	x	x
Goodyear Brake Lining-Rivets-Weights	*	x	*	*
Dill & Schrader Valve Products	x	*	x	x
Sea-Bee Outboard Motors	x	*	x	x
Goodyear Repair Material—Shelf or Resale Items—Car & Home Line, as listed in C & H M Catalogue, as fol- lows:				
Small & Bicycle Tube Repair Kits	x	x	x	x
Rubber Bonding Cement	x	x	x	x
Emergency self-sealing Patches	x	x	x	x
Small Containers Cold Patch Cement	x	x	x	x
Gasket Compound	x	x	x	x
Bicycle Rim Cement	x	x	x	x
Motorists Vulc-Patch Kits	x	x	x	x

* Not stocked at these locations.

1915 COMMISSION EXHIBIT NO. 64E.

Exhibit A—page 2.

B. Products Not Eligible Under Sales Commission Plan.

All products not listed above as eligible products including but not limited to—

General Electric and Hotpoint Major Appliances

General Electric Radios and Television Sets

Motorola Radios, Aerials and Accessories

Magic Chef Ranges

Coleman Major Appliances as supplied by Distributors

Admiral—Radios—Television & Major Appliances

All types of Equipment—Battery Chargers

Display, Service Station, etc.

Repair Material—Camelback

Advertising and Sales Promotion Items

Adjustment Sales and Credits.

Exhibit A, consisting of two pages, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc. to the Carter Oil Company, dated September 5, 1952.

The Goodyear Tire & Rubber Company, Inc.,

By Victor Holt, Jr.,

Vice President,

Attest:

W. D. Shilts,

Secretary.

Carter Oil Company,

By J. M. Williams,

President.

1917 COMMISSION EXHIBIT NO. 65-A.

9-5-52

District Managers

Denver

Fargo

Omaha

Spokane

Salt Lake

Division Managers

R. W. Fitzgerald—Chicago

C. W. Thorp—Los Angeles

Subject: The Carter Oil Company, Denver, Colorado.

We are pleased to announce that we have just made a marketing arrangement with subject account on a 100% basis, marketing tires, batteries and accessories under our Sales Commission Plan. It will be effective just as soon as we, by mutual efforts with the Carter sales organization, can get the plan into action.

Carter is a 100% owned subsidiary of The Standard Oil Company of New Jersey. Its products are marketed on a direct basis in the states of Colorado, Wyoming, Utah, Montana, North Dakota, South Dakota, Idaho, Western Nebraska and Eastern Washington.

The company enjoys leadership in a large part of its marketing territory and maintains excellent representation, having well over 600 salaried, leased and Dealer Service Stations in operation or under construction.

The company has developed a sizable volume of TBA sales handling Miller-Hood under Purchase-Resale arrangements with deliveries of TBA from its own warehouse stocks maintained in the territory.

Two Sales Division Offices are maintained—one at Denver and one at Billings.

Executive Sales Personnel—

E. R. Smith—General Sales Manager—Denver
Col. Hill—Ass't General Sales Manager—Denver
Ed McCabe—TBA Manager—Denver
J. R. Owen—Division Manager—Denver
George Phips—Division Manager—Billings

Two joint Sales Personnel Meetings have been arranged at which time the Management of Carter will announce marketing arrangement with Goodyear and give us an opportunity of making a Goodyear Presentation.

Both of these meetings will start after lunch. A cocktail party and dinner will follow.

The cost of these meetings to be at our expense and should be charged to Budget #S1229.

Your Division Manager will advise you regarding attendance of yourself and other Goodyear personnel.

Travel and other expense incidental to going out of your territory should be charged to District "Uncontrollable Expense".

1919 The time and place of meetings—

Denver, Colorado—Thursday, Sept 11—1 P M

Cosmopolitan Hotel—Paddock Room

Billings, Montana—Thursday, Sept 16—2 P M

Northern Hotel—Ballroom

Following the two opening or kick-off organization meetings the following tentative schedule of dealer meetings has been set up, subject to further confirmation:

Billings Division		Goodyear District					Carter	20
9/18 Spokane, Wash	Dealer Eve	Spokane	Davenport	Complete				
9/20 Idaho Falls, Ida	" "	Salt Lake	**	*Local Props	"			20
10/6 Rapid City, S D	" "	Denver	**	Complete	"			60
10/6 Sheridan, Wyo	" "	Spokane	**	*Local Props	"			25
10/6 Great Falls, Mont	" "	Spokane	**	*Local Props	"			65
10/7 Miles City, Mont	" "	Fargo	**	*Local Props	"			20
10/7 Worland, Wyo	" "	Denver	**	*Local Props	"			25
10/7 Kallispell, Mont	" "	Spokane	**	*Local Props	"			20
10/8 Dickinson, N D	" "	Fargo	**	*Local Props	"			15
10/8 Billings, Mont	" "	Spokane	**	Complete	"			100
10/8 Butte, Mont	" "	Spokane	**	*Local Props	"			30
10/9 Williston, N D	" "	Fargo	**	*Local Props	"			15
10/9 Bozeman, Mont	" "	Spokane	**	*Local Props	"			20
Denver Division								
10/20 Pueblo, Colo	" "	Denver	**	*Local Props	"			25
10/21 Denver, Colo	" "	Denver	**	Complete	"			100
10/22 Ft Collins, Colo	" "	Denver	**	*Local Props	"			18
10/23 Brush, Colo	" "	Denver	**	*Local Props	"			18
10/24 Scottsbluff, Neb	" "	Denver	**	*Local Props	"			25
10/27 Casper, Wyo	" "	Denver	**	*Local Props	"			20
10/29 Grand Junction, Colo	" "	Denver	**	*Local Props	"			20

* Props to be borrowed by Field Representatives from local dealers.

** Hotel names will be confirmed later.

It is of the utmost importance that these Dealer Meetings be highly successful. Within the next few days you will receive the complete detailed program of Goodyear's portion of the program, also information regarding the Goodyear personnel, aside from your District personnel, that will participate in holding these meetings.

The fact that several of these meetings are held at different points on the same day presents somewhat of a problem from the standpoint of proper Goodyear merchandise displays.

We have shipped one complete display from Akron which will be available for the Denver and Billings opening meetings and this display will also be scheduled for as many other points as possible.

To assist District Managers in making proper 1921 plays at other meeting points we are shipping from Akron to Spokane, Fargo, Denver the following material marked "Carter Oil—Dealer Meetings".

- 2 Battery Carts complete
 - 2 Sr PowR SavR's
 - 2 Tire Marketeers
 - Tire Stands
 - Tire Centers
 - Goodyear House Flags
 - Complete supply of dummy batteries for PowR SavR's
 - 2 36" blown-up photographs of complete TBA merchandise units
 - Carter Trade-mark
 - 12 Empty tube boxes to be used in the cabinet of the Tire Marketeer
- The following tires to be supplied by Districts for use in each Marketeer:
- 1 Double Eagle
 - 1 Super-Cushion Rib Reversible
 - 1 DeLuxe AWT
 - 1 Marathon Super-Cushion
 - 1 Studded Sure Grip
 - 1 Suburbanite

Also plastic demonstrator should be displayed on top of Tire Marketeers.

Additional merchandise and tires should be used when possible.

In addition the District should have available a 16 mm motion picture projector and screen in good working order. We plan to furnish from Akron the motion picture prints to be used as part of the program.

The Dealer Meetings' expense will be for the account of The Carter Oil Company.

The cost of transporting display equipment and expense incidental to that should be charged against Budget #S-1229.

Goodyear District travel and incidental expense in connection with these meetings should be charged to regular District Expense Budget.

General

Complete Operating Instructions are being prepared and will be sent out during the coming week.

Identification

We are working with our Identification Department on a plan whereby a special truck will be assigned to quickly identify Service Station accounts as they are signed up following dealer meetings.

S A Gaylord

*Manager, Petroleum Sales
Department*

cc Victor Holt

C L Metzger

J A Lewin

K C Zonsius

L A Barnes

Paul Fritsch

J C Thomas

D C Roads

Fred LaBoyteaux

Ed Bohmer

J W Basista

R E Sewell

J L Warren

S A Gaylord

COMMISSION EXHIBIT NO. 66A-L. 2533

The



Dealer

Special

Goodyear

Edition

Vol. 3, Special

Published by The Carter Oil Company, P.O. Box 120, Denver, Colo

December, 1952

Two Great Teams

COMBINED

Carter

**GOOD YEAR
TIRES**

To

Bring

Carter

Dealers

Increased

PROFITS!!



Carter To Sell Goodyear T. B. A.

New Set-up Can Mean Increased Profit In Handling Name Brand

Strong Advertising Help To Goodyear

Arrangement Places Carter Dealers In Favorable Competitive

Position; Goodyear Tire Line Ranks As Nation's Sales Leader

More T.B.A. profit is in the offing for Carter dealers, as a result of the new arrangement for supplying and merchandising tires, batteries and accessories.

With the completion of arrangements with the Goodyear Tire & Rubber Company, a step has been taken which can be the turning point, profitwise, for dealers.

Effective immediately, all Goodyear T.B.A. items will be available to Carter dealers, including the most widely accepted tire line in the United States.

This places Carter dealers in a most favorable competitive position with regard to sales. By handling what surveys have shown to be the most used tire products in the country, Carter dealers will have "the greatest name in rubber" helping them in making sales of high-profit T.B.A. merchandise.

With extensive Goodyear facilities supplying them, dealers will experience faster turnover, less inventory and many other advantages which add up to more profit, less investment and increased business.

General Outline

Here's what the deal consists of:

All supplying will be handled by Goodyear warehouses, stores and supplying

dealers. A complete T.B.A. line will be available through Goodyear distribution outlets.

To augment this distribution, a number of Carter distributors will be appointed Goodyear supplying dealers, and will distribute the Goodyear line to Carter dealers in their areas.

In addition, both the Carter salesman and Goodyear salesman will call upon Carter dealers, to help them with T.B.A. problems, assist them in merchandising, help them maintain a balance inventory of T.B.A. and provide advice which will help them increase sales and profits.

As fast as current stocks of tires and other merchandise now in Carter warehouses and distribution points are disposed of, Goodyear merchandise will replace them, and your orders will be filled with Goodyear products.

This entire issue of The Carter Dealer

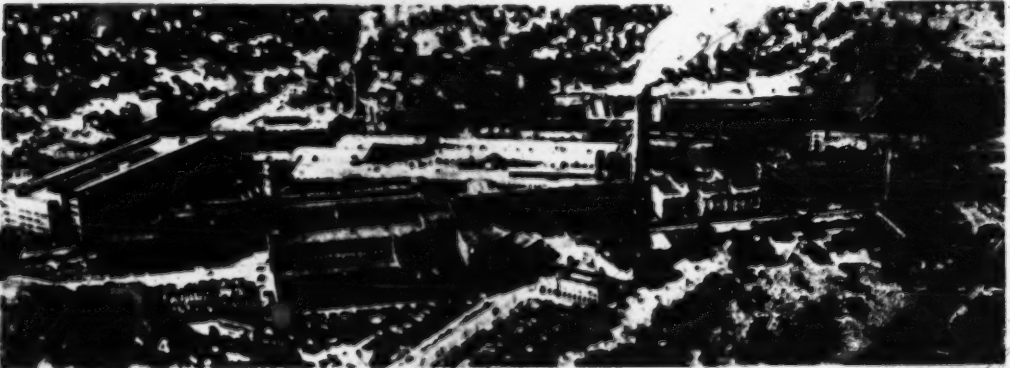
One of the big reasons Carter's arrangement with Goodyear will be valuable to Carter dealers is because of the wide advertising done by Goodyear on a national basis. This is an important reason Goodyear rates so highly with the American public.

A recent survey conducted by the Institute of Industrial Research at Syracuse University studied the question of which tire company's advertising had the greatest public confidence. Goodyear rated highest, with 28.8 per cent among the readers queried. The second-place tire company rated 21.1 per cent, while the third place company had a percentage of 18.8. The others weren't even close.

The survey was taken among readers of ten top magazines in which Goodyear regularly advertises. These were Saturday Evening Post, Colliers, Life, Look, Time, Newsweek, Pathfinder, Country Gentlemen, Farm Journal, and Successful Farming.

is devoted to Carter's new association with Goodyear and the advantages it brings for one main reason—to acquaint you as much as possible with the arrangement and what it can mean to all of you as Carter dealers.

GOODYEAR'S MAIN PLANT IN AKRON, OHIO IS ONE OF COMPANY'S MANY FACTORIES



One of Goodyear's many plants, this huge structure is located in Akron, Ohio. Tires, tubes and other rubber products are manufactured here.

The

Carter

Dealer

Published monthly by The Carter Oil Company,
in the interest of its dealers and others concerned
with the sale and distribution of Carter products.

Goodyear Boasts Many Firsts In Rubber Industry's History

Extensive Research and Testing Laboratories Responsible For Much
Of Company's Progress; Developed Low Pressure and Nylon Cord Tires

Headlines and history in the tire business are standard with the
Goodyear Tire & Rubber Company.

Recent headline developments—firsts in the tire industry—include the following: In 1952 Goodyear brought out the first complete safety tube. This is the "Lifeguard" tube, which provides puncture

seal and blowout protection.
In 1950 Goodyear scientists developed an oil "extender" which increased synthetic rubber capacity and quality. This was turned over to the U. S. government.

In 1947 two important firsts came out. The first extra low pressure tires successfully designed to run on 24 pounds of air were placed on the market. Goodyear also developed the first nylon cord tires and has built more nylon tires than any one else.

Other Firsts

History is dotted with other Goodyear firsts. Here are a few of them:

1906 Straight side tire, the first dependable automobile tire.

1918 Multiple cord tire, a basic construction principle of today's tires.

1917 Pneumatic truck tire, making possible the modern high speed truck and bus.

1928 Low pressure airplane tire, revolutionizing airplane operations, pointing the way to balloon tires and today's auto and truck tire.

1931 First pneumatic tractor tire, foundation of today's efficient farming and modern farm machinery.

1935 First successful safety inner tube, the Lifeguard, bringing complete blowout protection.

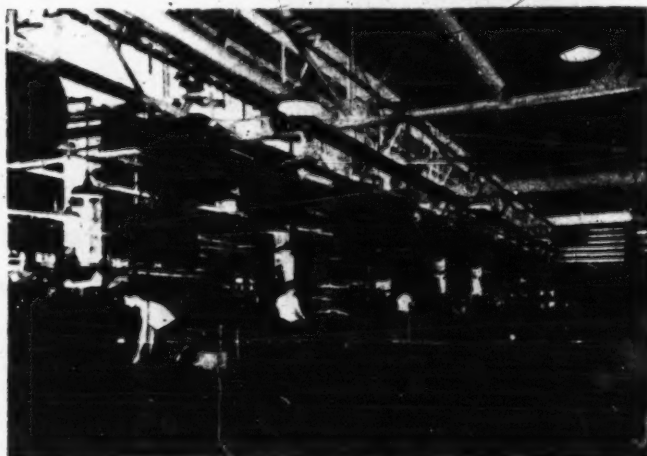
1937 First American all-synthetic tire, first of the tires that made this country independent of natural rubber.

Research Staff

Behind all these firsts, the reason Goodyear is a leader in new rubber industry developments, is an extensive research and development staff, largest in the industry.

This department constantly searches for new processes, develops new products and brings them to Goodyear dealers first. Its efforts, combined with those of Goodyear's fleet of test cars and trucks, assure Carter dealers handling Goodyear products the best in rubber products.

From a beginning on \$13,500 of borrowed money, out of a depression, came the Goodyear Tire & Rubber Company to claim and hold title to "The Greatest Name In Rubber."



Mass production techniques are applied in Goodyear's tire plants.

Borrowed Money Founds World's Largest Tire & Rubber Company

Rags To Riches Story Shown By Growth, Expansion Of Goodyear;
Organization Operates in 17 Countries, Has Varied Activities

Although the Goodyear Tire & Rubber Company enjoys the first position among tire manufacturers in the world today, things were not always that way. The business has had its share of ups and downs.

The story began back in the depression days of the 1890's, when Frank Seiberling, founder of Goodyear, was searching for a business which to recoup his fortunes. In 1898 he entered the young rubber industry on \$13,500 of borrowed capital, making chiefly bicycle and carriage tires.

The first years were not easy, and the company fought patent controls, competition and bankruptcy for long, hard years. The critical years were finally put behind them by the 1920's, under the expert guidance of P. W. Litchfield, who served as chairman of the board.

Today's Story

And finally today, Goodyear operates 25 rubber plants, textile mills, chemical works and aircraft factories in the United States, with manufacturing plants in 16 foreign countries. The company grows part of its own cotton, manufactures synthetic rubber and generally enters into almost every phase of the rubber industry.

Goodyear Deal Brings Carter America's Outstanding Tires

Company Leads In Replacements, Original Equipment Tire Sales

One Quarter Of Tires Bought By American Public In 1951 Were Goodyears; Means Potential Increased Sales By Carter Dealers

"The Greatest Name In Rubber!" That's the slogan of the Goodyear Tire & Rubber Company—and with good reason.

What is the make of tire most purchased as replacements?

What tire is most likely to be bought as replacements?

What make of tire is used most as original equipment?

What tires were purchased most in the last 12 months?

GOODYEAR! That is the answer to all of these questions. For 37 years Goodyear has held this commanding position among tire manufacturers and marketers. These are the reasons Carter entered into an agreement with Goodyear to handle their T.B.A. line.

The basis of these statements is contained in the results of the Crowell Collier Sixth Annual Tire Survey, conducted by the publishers of three major national magazines—American Magazine, Colliers, and Woman's Home Companion.

This survey established the following facts: Goodyear tires bought as replacements amounted to 25 per cent of the total replacement tire market in 1951. The second place tire was six percentage points behind, with 17 per cent of the market. The third place figure was 10 per cent.

Also shown by the survey was that 28 per cent of car owners plan to buy Goodyear tires when they need replacements.

Important Figures

These are the figures that mean most to Carter dealers handling tires and other T.B.A. items. For the leading replacement tire is the one most accepted by the American public. And it's the one your customers are most likely to buy.

Thirty per cent of all tires on the U. S. highways today are Goodyear tires. Of cars bought new, 35 per cent have Goodyear tires as original equipment. Of cars bought used, 24 per cent of them roll on Goodyear rubber.

These are the figures which emphasize Goodyear's position in the tire market.

13,500,000 tires a year. By handling the most popular brand, you'll make more tire sales.

Other Items

Right along with the good name Goodyear has in tires, goes its reputation for batteries and accessories.

Public acceptance is the main advantage in selling. It means you have less selling to do. If the quality of your merchandise is accepted, your sales problem becomes that of convincing your customer he should and needs to buy.

In the past, Carter has handled excellent merchandise. But, because it was not well known, your first objective was to sell your customer on the quality. Then sell him on the need. With Goodyear, where its quality is well known and accepted, half your selling job, the most difficult half, is over.

This is part of what the Goodyear-Carter arrangement means to you.

They emphasize your potential position in the tire selling market.

A large portion of replacement tires, 50 per cent to be exact, are sold through service stations. This means a total of

Extensive Research Facilities Keep Goodyear Ahead of Field



Two members of Goodyear's Research and Development staff, largest in the rubber industry, perform tests, using a complicated mass of tubes, flasks and wiring.

Largest, Best Accepted Tire Line Is Available To Dealers

Goodyear Manufactures 633 Different Tires, Widest Assortment In Industry; Five Major Passenger Car Tire Styles Offered

Biggest single items included in the Goodyear T.B.A. line, of course, are tires and tubes. This issue of The Carter Dealer explains the standing Goodyear merchandise enjoys in the marketing field. Let's review the main selling points and see what Goodyear has to offer Carter dealers in tires and tubes.

The widest assortment of tires in the field, a grand total of 633 different kinds, is manufactured by Goodyear. Of these, 97 are passenger car tires, 297 are trucks and 239 are for farm use. Their nearest competitor makes almost 100 fewer varieties (539).

Of course, a good many of these will not be of any interest or importance to your operations, so let's take a look at the main line of passenger car tires—the ones you'll be selling.

Five top-quality passenger car tires, in complete selection of sizes, are made by Goodyear. These are designed to satisfy all your customers, whether they want the highest quality or whether they buy strictly on price considerations.

Another issue of The Carter Dealer will discuss in full detail the major selling qualities of each of these tires. Right now, we'll check each tire and comment briefly on their qualities.

Double Eagle

The best tire on the market today is the superlative new Double Eagle, with its all-Nylon cord body for extra strength and flexibility. This big selling point gives 210 per cent greater body strength than tires made with cotton cord and 135

per cent greater than tires made with rayon cord.

Its new Resist-A-Skid tread combines maximum traction with maximum smoothness. Grooves are 26 per cent deeper, giving up to 42 per cent more safe mileage than standard tires without re-cutting.

A new black scuff-rib protects the gleaming beauty of the new Double Eagle's sidewalls and cushions the cord body helps prevent damage or injury from curb-scuffing.

Super-Cushion

Goodyear's outstanding low pressure tire, the Super-Cushion, is a newly developed tire whose quality is attested to by the fact that car manufacturers adopted it as original equipment even before it had the stamp of public acceptance.

In the conventional tire market, Goodyear offers the Goodyear DeLuxe, the longest wearing conventional tire on the market, as proven by millions of road-test miles. Four new improvements on the Goodyear tire it replaces are 34 per cent more non-skid mileage, a stronger cord body, wider and flatter tread and a stronger tire shoulder.

In the price field, Goodyear's Marathon tire offers long wear, non-skid safety



R. S. Wilson
Goodyear Vice President
in Charge of Sales

and quality. Its diamond block tread design means greater driving safety.

For snow and mud driving, two types of tread are available—the Studded Sure-Grip and the Suburbanite tire with the tractor-traction tread.

Goodyear Tubes

In tubes, Goodyear offers its famous Lifeguard tube with a double air-chamber. Its famous blowout protection has never failed in 17 years of widespread service.

Goodyear also manufactures a puncture-seal tube, which has a double seal action. First, a compression, squeeze because of its oversized construction closes punctures. Second, a butyl Sealant seals the puncture for the life of the tube.

Among conventional tubes, Goodyear's DeLuxe heavy duty tubes are the sales leaders.

This is what Goodyear has to offer in tires and tubes—a well-rounded passenger car selection which will mean added sales for you.



Super-Cushion White Sidewall



Studded Sure-Grip



Super-Cushion Suburbanite

1021

New Goodyear T.B.A. Arrangement Is Announced...



E. R. Smith

Dear Carter Dealers:

It's always a pleasure to see an aggressive, prosperous sales organization in action, and I have been particularly impressed during the past three years in watching your month by month growth in T.B.A. sales. During that short period you have more than quadrupled your sales without the assistance of national advertising and the wide, public acceptance of established brand names. You have demonstrated unusual ability to merchandise T.B.A. items through your stations, and we recommend the switch to Goodyear—"The Greatest Name In Rubber"—with confidence that the public's preference for Goodyear will assist you in increasing your sales and profits.

Brands of merchandise which have given satisfactory performance and which are backed by an aggressive advertising program—constantly creating increased public recognition and acceptance—are a prerequisite to rendering the best service to our customers, thereby assuring ourselves better, more prosperous business.

With the Goodyear line you have all that could be desired for a balanced merchandising program—

1. Leadership and public acceptance.
2. Proven product quality.
3. Greatest variety of products.
4. A most complete advertising program doing a tremendous pre-selling job for you.
5. Point-of-sale merchandising and assistance in employee training.

Let's ride to greater profits on Goodyear!

E. R. Smith
General Sales Manager
The Carter Oil Company

TO ALL CARTER DEALERS

Gentlemen:

I wish to take this opportunity to state how happy and proud we in Goodyear are to be affiliated and working with the Carter organization. We feel like we have lined up with one of the leading T.B.A. marketers in the United States.

The importance of petroleum outlets in the distribution of T.B.A. is increasing from year to year. In 1931 only around 11% of the T.B.A. business went through petroleum outlets. In 1951 it had grown to 30%, and it is estimated that in 1952 this will jump to above 35%.

The buying habits of car owners has changed rapidly in the last two decades. It has followed the pattern of decentralization of shopping. People are buying their T.B.A. requirements in their own neighborhoods, and the service station dealer is becoming more and more important in the marketing of the T.B.A. line. The future certainly looks rosy for the service station operator on T.B.A.

I am sure from our past experience that the acceptance of Goodyear T.B.A. products will have the effect of increasing the volume and profits of all Carter dealers.

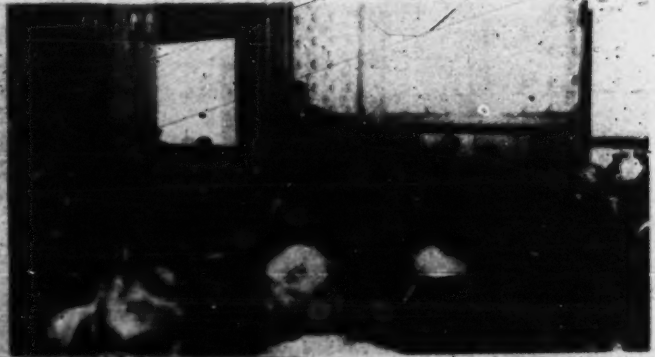
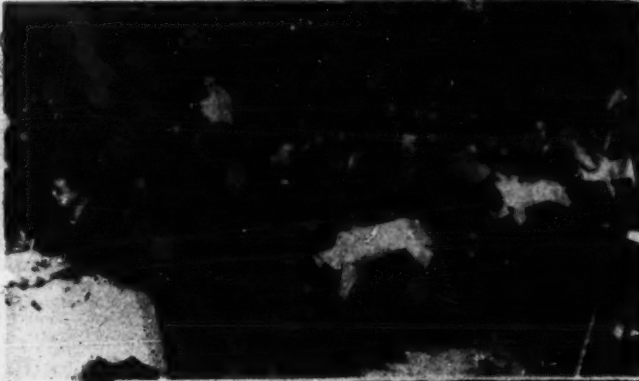
With this arrangement, you can be assured that you will have the help of a trained organization in furthering the merchandising of T.B.A. We have taken on this responsibility and I am sure the future will prove that this was a good move for the Carter organization, as well as Goodyear, and that the results will be mutually profitable for all concerned.

Best wishes for more profits and volume on Goodyear T.B.A.

C. W. Thorp
Western Division Manager
THE GOODYEAR TIRE & RUBBER CO., INC.



C. W. Thorp

...Throughout Carterland In Dealer Meeting Series**In Denver, Colorado****In Billings, Montana****In Rapid City, South Dakota**

THE CARTER DEALER

Goodyear Battery Line Covers Entire Market With Four Types

Three Major Points—Better Construction, Longer Life, Bright Appearance—Make All Batteries Easier To Sell

Four types of batteries, covering this important part of the T.B.A. market, are available through Goodyear. These are the Double Eagle premium battery, the DeLuxe All-Weather, the Resolute "price" battery and the truck and bus Heavy Duty battery.

This line completely serves the market. Its three major points—improved construction, stronger life and bright appearance—mark it as a good product that is not difficult to sell.

Double Eagle

In the premium category, Goodyear's Double Eagle is among the best. Its construction offers "dry-proof" features, which means plates are covered longer and the battery needs water only three times a year in normal car driving. Its lower specific gravity of 1.260 (compared with 1.280 in regular batteries) means longer life through reduced wear on the plates. Felted Fiberglas insulation prevents shedding of power-producing materials from the plates.

DeLuxe All-Weather

Goodyear's usual fine construction goes into these leading batteries, with a newly enlarged choice of capacities to better serve the market.

Resolute

Although priced to compete, the Resolute battery is definitely not a "cheap" battery. Quality construction makes it a good buy. It is not made in the extremely low capacities customarily used in low-priced batteries.

Heavy Duty

Only Goodyear gives a choice of both the heavy plate type and the multiple plate type truck and bus batteries. Two



Battery Service Cart

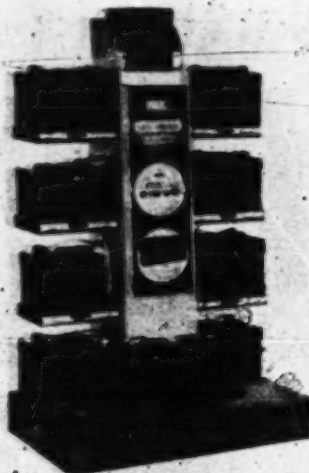
kind of insulation are offered—wood for fast action and Dublgas for greater durability. The heavy duty battery has proven itself for dependability and durability in the severest service.

Sales Tools

To assist in the merchandising of Goodyear Batteries, a number of sales aids are available. Battery displays, testers, battery inspection report cards and the Goodyear battery service cart are among these. This latter item is worthy of further mention, for it is a complete portable battery service department that marks you as headquarters for quality professional battery service.



Double-Eagle Battery



Battery Display Stand

TIPS

By Oliver

In many cases, a distress call is caused by burned ignition points on the stalled car. In the event you don't have a point file with you, the striking strip from a book of matches works as a temporary measure to get the engine started. Another device is an emery board.

In addition to marking the location of valve stem on a tire that is dismounted for repair, you can help prevent the wheel and tire assembly from getting out of balance by marking the locations of any balancing weights you may have to remove.

For about 50 cents, you can improve the facilities of your rest room. Set a nicely painted wooden box in one corner with an inexpensive shoe brush on top. The brush will have to be replaced occasionally, but it's cheap public relations.

As an aid in giving directions, take a map of your local area or state, frame it and hang it in your station. You will find this method mighty convenient and, if neatly done, will add to the appearance of your station interior.

THE CARTER DEALER

page 1

How To Solve Stock Problems

Accessories Breakdown Aids Inventory Planning

Every dealer knows, for balanced selling and added profit, he should stock a good line of accessories. The problem arises in determining what items he should carry and how much of each.

If you handled everything available, your station would look like a department store. However, here is the answer which will serve as a guide in determining what and how much merchandise to stock.

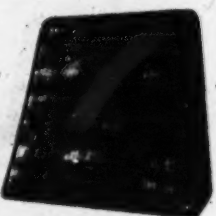
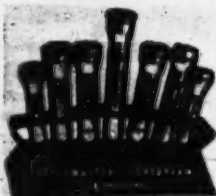
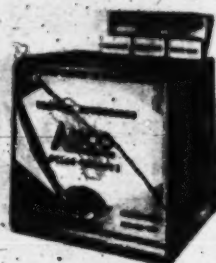
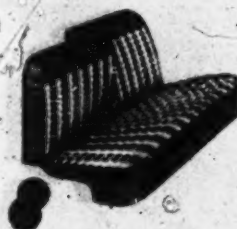
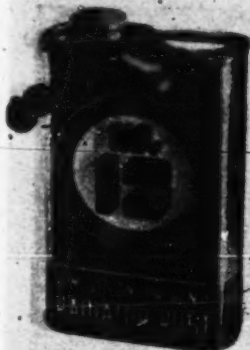
Out of the many thousands of accessories available, a basic list of 22 fills the essential requirements your customers demand. These items give you a balanced supply without creating an undue storage problem.

Following is the list of basic items, the brands Goodyear handles and the percentage of your total inventory which should be allotted to each item.

No.	Item	Goodyear Handles	% of Total
1.	Battery Cables	Goodyear brand	3.8
2.	Auto Lamps, Bulbs	Westinghouse	5.2
3.	Auto Fuses	Buss	2.6
4.	Filters, Blamnets	AC	13.1
5.	Spark Plugs	AC	10.6
6.	Wiper Accessories	Aeco	6.8
7.	Radiator, Gas Caps	Evrard (lock, regular)	3.3
8.	Fan Belts	Goodyear	6.5
9.	Radiator Hoses	Goodyear (curved, straight)	3.2
10.	Radiator Chemicals	Werner, Mac's, DuPont, Goodyear	6.6
11.	Polishes, Waxes	Mac's, Johnson, Simons, DuPont	8.4
12.	Cleaner Supplies	Clothes, mitts, sponges, etc.	1.8
13.	Schwader Valve Hardware	Caps & Cores	1.7
14.	Mirrors	Sidewind, rearview	3.3
15.	Seat Cushions	Wedge, shredded rubber, etc.	2.0
16.	Seat Covers	Plastic, Vinyl, fiber, quilted	7.2
17.	Flashlights	Ray-O-Vac, Stylomaster	2.9
18.	Flashlight Batteries	Ray-O-Vac	1.8
19.	Friction Tops	Goodyear	0.9
20.	Hydraulic Brake Fluid	Goodyear	2.3
21.	Tire Chains	Kolon, Wood	1.0
22.	Tube Repair Equipment	Dilectric	0.8

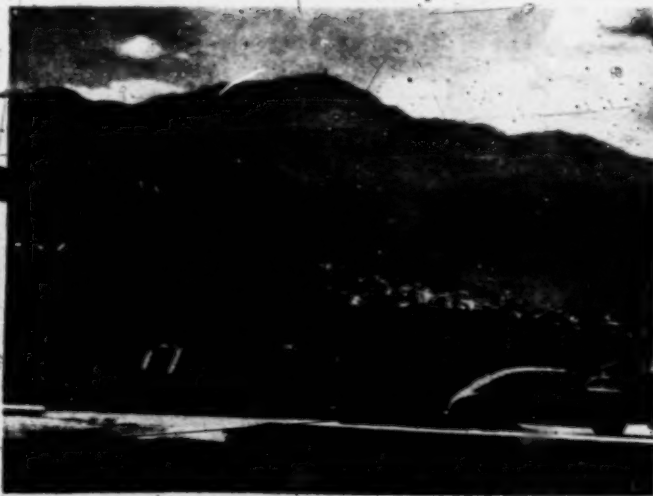
This basic list will help you make the most profit on a minimum investment, yet have the merchandise the customers want when they want it.

As further assistance in your accessory stocking problems, Goodyear has three T.B.A. package arrangements, based on the estimated business stations of various sizes do. These are outlined in this issue of The Carter Dealer. For further information, see your Goodyear or Carter salesman.



page 10

THE CARTER DIARY



First Service Station Opened Using Goodyear Identification

**Colorado Springs Servicenter Sets Second-Highest Gallonage
Mark; Sells 4,668 Gallons During Grand Opening Ceremonies**

Two distinctions were attained by the recent grand opening of the Golf Acres Servicenter in Colorado Springs. First, it was the first station opened with Goodyear T.B.A. identification. It also set the second highest gallonage and sales record which has been established by a Carter station.

Located in a new shopping center in Colorado Springs, the Golf Acres Serv-

icenter serves an area of 14,000 persons exclusively. An estimated 1,500 persons visited the station on opening day.

Leo and Earl Handricks, operators of the station, tried hard to beat the record



Leo Handricks, one of the operators of the new station, looks pleased at business as he pumps gas into one of the 500 cars which drove into his new station opening day.

of 5,300 gallons sold opening day at the Three Eagles Servicenter in Colorado Springs a few weeks earlier. They ended up with a total of 4,668 gallons of gasoline sold, 21 gallons of motor oil along with 10 lube jobs and five wash jobs, barely short of the record.

Extensive advance promotion contributed to the volume of business. Handbills were distributed throughout the area and radio and newspaper advertisements publicized the opening.

Valuable help was provided at the opening by a local Philip Morris cigarette salesman who distributed cigarettes as he helped on the driveway. Others lending a hand were Carter Salesman Jess Brantley, Distributor Lou Thurman, Bob Shaw and Adam Mollender from the Carter office and Jack McCabe, operator of the Three Eagles Servicenter in Colorado Springs, holder of the opening day sales record.



Bob Shaw, Carter sales trainee, arranges some Goodyear T.B.A. merchandise on the shelves in preparation for the opening.

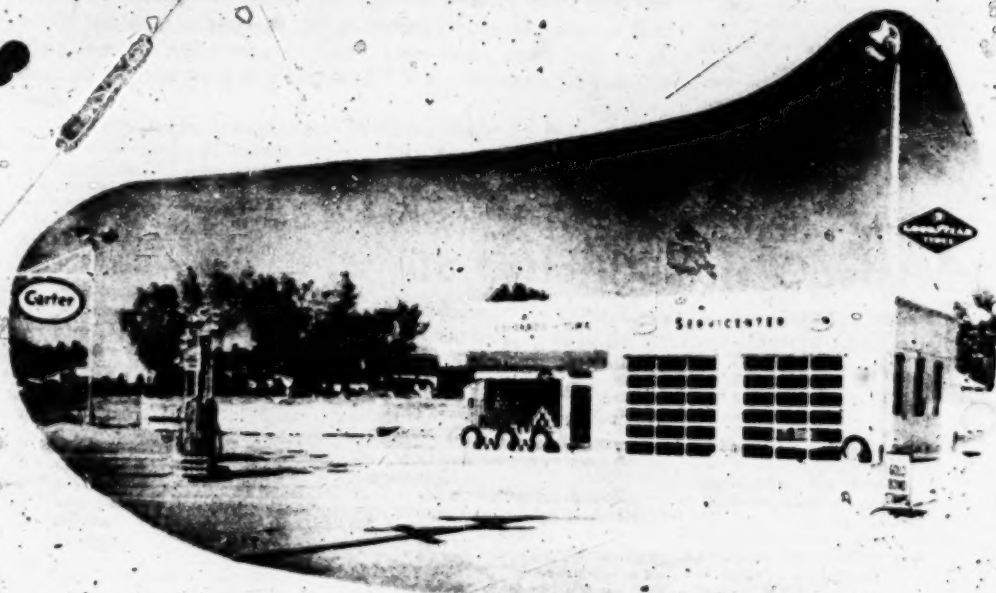


Earl Handricks, operator of the new Golf Acres station, services a car during the grand opening.



A group of future customers blew up their balloons at the opening in the shadow of the Goodyear sign.

Identification Teams Changing Over Carter Stations



One of the biggest chores connected with the new Carter-Goodyear T.B.A. arrangement is that of identifying service stations with Goodyear signs and window valences.

Within the next few weeks your station will be visited by one of Goodyear's identification trucks, two of which are changing Carter stations over to the new T.B.A. identification.

The identification trucks will be at your station about a half day, if it has not arrived already, and when they leave, your station will have much the same appearance as the one pictured above, with the Goodyear sign hanging prominently and Goodyear valences in the window.

The station shown here is the first to blossom out with Goodyear identification. It is one of our newest outlets, located in Denver, and was the first stop for the Goodyear identification truck.

You can help the changeover by preparing for the visit of the Goodyear truck. Scrape off the old Miller valence in your window and wash the windows thoroughly. Then when the Goodyear man arrives, he'll be in position to place Goodyear material in your windows in a minimum of time.

Man At Work



Bob Bussell, Goodyear identification man, installs the window valence in the Aladdin service station in Denver. Bob has charge of changing over stations in the Denver division. Another truck is working in the Billings division.

Take the Guess Out of Stocking Tires, Batteries, Accessories

Goodyear Offers Three Proven Package Plans For Stations Based
Upon Monthly Gasoline Volumes; Keeps Inventory Costs Low

If you want to eliminate the guesswork in selecting your stock of tires, batteries and accessories, Carter's new arrangement with Goodyear places three types of packages of T.B.A. merchandise at your disposal.

These packages are calculated to fit the needs of service stations, based on the amount of business they average a month. They represent the minimum of investment. Goodyear's convenient warehouse facilities assure rapid replacement and lessen the need for large inventory.

Package No. 1

For the station pumping less than 10,000 gallons monthly.

Tires and Tubes	\$ 539.00
Batteries	126.00
Accessories	324.00

Total Investment...\$ 989.00

Package No. 2

For the station pumping 10,000 to 15,000 gallons monthly.

Tires and Tubes	\$4,031.00
Batteries	224.00
Accessories	507.00

Total Investment...\$1,762.00

Package No. 3

For the station pumping over 15,000 gallons monthly.

Tires and Tubes	\$1,602.00
Batteries	482.00
Accessories	795.00

Total Investment...\$2,879.00

The Sign of
Happy Motoring!
Carter

T.B.A. items as shown elsewhere in this issue. Your Carter and Goodyear salesmen will explain these in greater detail and help you select the assortment which will mean the greatest potential profit to you.

And with an average 30% mark-up, there's plenty of profit to be made.

What Does This Actually Mean To Carter Dealers' Operations?

This issue of The Carter Dealer contains a lot of information which is designed to tell you of the great advantages of Carter's association with Goodyear in T.B.A. marketing.

You may be still asking, "What does all this mean, briefly? What does it mean to the operation of my business?"

Well, to make the story shorter, you gain three basic advantages from this arrangement:

1. Name and public acceptance
2. Necessity for less investment
3. Expert assistance

Let's look at these three things in the order listed. First, "Name and public acceptance." We've shown figures that Goodyear tires lead the country in sales. More people ride on Goodyear rubber than any other. That should prove that the consumer wants and will buy Goodyear products from you.

Second, "Necessity for less investment." Through Goodyear's package plans and convenient supply points, you have to put less money into inventory.

Third, "Expert assistance." You'll have two salesmen helping you — your Carter salesman and the Goodyear man. This means two kinds of expert assistance. In the first place, your Carter salesman, through his previous association with you, will know your problems first-hand, and be equipped to help you. The Goodyear man, as a T.B.A. expert, will be able to counsel you on proven merchandising methods which will increase your T.B.A. sales.

In addition, Goodyear has one man assigned full time to Carter, and he will be working for your benefit all the time. So you have three-fold assistance.

There, in a nutshell, is what this new program means to you.

Pass This Issue On
To Your Employees

Bill

Write the names of your employees in the spaces provided. When they have read this issue, they can check off their names.

THE CARTER OIL COMPANY
Box 120, DENVER, COLO.

Sec. 5625, P. L. & S.
U. S. POSTAGE
PAID
DENVER, COLO.
PERMIT No. 144

RETURN POSTAGE GUARANTEED

S. A. GAYLORD, MGR. PET. SALES
GOODYEAR TIRE & RUBBER CO. DEPT.
1144 E. MARKET ST.
AKRON 6, OHIO

1947

COMMISSION EXHIBIT NO. 67.

July 14, 1937

Sherwood Brothers, Inc
Baltimore, Maryland

Gentlemen:

We confirm discussions with you as a marketer of tires and tubes as defined in our established practices relative to services being rendered by you in promoting the sale of our products through your independent resale outlets which are equipped to serve the public promptly and efficiently and relative to our sale to you of your requirements of tires and tubes during the ensuing year.

During the period mentioned, we understand that you will assist us to the extent we shall outline in promoting the sale of tires and tubes handled by us to your customers selling your products exclusive of other similar products, and that at our request from time to time you will have your field representatives call upon such customers accompanied with our salesmen and otherwise, and will cooperate and assist us in our efforts to promote and encourage the sale of our merchandise by your customers, it being understood that the selection of customers to whom sales shall be made by us and the right to accept or reject any order received from any customer shall at all times rest with us. You will see that your field offices are instructed to work energetically with us with the view of assisting us to the fullest possible extent in perfecting arrangements with all such selected customers under which those customers shall be established as regular service station dealers for us.

In consideration of these services, we will quarterly pay to you a commission (computed after deducting all applicable trade discounts whether shown on invoices or subse-

quently allowed) in the amount of 7½% of net billing amount of all invoices covering tires and tubes issued by us during the preceding quarter to independent service stations handling your products to the exclusion of other similar products, and a commission similarly computed in the amount of 5% of the net billing amount of all invoices covering tires and tubes issued by us during the preceding quarter to independent jobbers or other customers wholesaling your products to the exclusion of other similar products, it being understood that this commission with respect to sales to independent service stations shall be restricted to sales to resale outlets properly equipped to serve the requirements of the motoring public in the sale and servicing of tires and shall include only customers purchasing and maintaining a stock of tires and tubes and shall not include garages, car dealers, general stores, owners of curb pumps, and establishments where the sale of your products is wholly incidental to other activities on the part of the customer.

1949 We understand that you will retain for your own exclusive benefit all commission earnings hereunder and that you will not directly or indirectly pay, credit or in any other manner transfer any part of such commission to any service station jobber or customer of yours. Any violation of this understanding shall entitle us to discontinue forthwith payment of any further commissions approved or otherwise.

During this same period of one year we will sell you your requirements of tires and tubes at the prices and upon the terms and conditions in effect from time to time with respect to our sales to dealers holding service station contracts.

Very truly yours,

RSWilson
LWB:AO

Vice President.

1951

COMMISSION EXHIBIT NO. 68A-B.

Good Year

The Goodyear Tire & Rubber Company, Inc.

Akron 16, Ohio

March 1, 1944

Sherwood Brothers Incorporated

Baltimore Trust Building

Baltimore, Maryland

Gentlemen:

We now confirm discussions with you relative to services to be rendered by you during the balance of the year 1944, and thereafter from month to month unless cancelled by either party on thirty (30) days' written notice to the other, in promoting the sale of Goodyear tires (casings and tubes), batteries and merchandise listed in Sections I, II and III of our Car and Home Supply Catalog as supplemented from time to time (referred to herein as car and home merchandise), through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon in writing with you from time to time.

., During the period mentioned it is understood that you will actively assist us in selling and in promoting the sale of the above merchandise to such customers, and at our request from time to time you will have your field representatives call upon these customers in company with our salesmen and otherwise, and will cooperate and assist us in our efforts to promote and encourage the sale of such merchandise by the customers to whom such sales shall be made by us. The right to accept or reject any order received from any customer shall at all times rest with us.

You will see that your field offices work energetically with

us with the view to assisting us to the fullest practicable extent in perfecting arrangements with all such customers. You will at all times maintain adequate, qualified personnel to render the services called for hereunder regularly and efficiently.

As soon as practicable after the end of each month, we will furnish you with a statement of all sales to outlets on the approved list agreed upon with you made during the month reflecting deliveries of car and home merchandise from our field warehouses, and in the case of tires and batteries reflecting sales made by us or sales made by our dealer supply points and reported to us by our dealers. While we can not guarantee that all such sales by dealer supply points will be reported to us, we assure you that we will in good faith urge dealer supply points to keep us promptly advised of such sales and will endeavor to maintain a complete record of all such sales. We shall not be held responsible for the inclusion of all cash and c.o.d. transactions. It is understood and agreed that purchases by you for resale to your company owned and operated outlets shall not be included in any such statement.

At the time each such statement is submitted, we will pay you a merchandising commission (computed on the net amount of invoices, excluding tax and so-called "add-on" shown separately thereon, after deducting all applicable discounts and allowances, other than cash discount and quantity bonus, whether shown on the invoice or subsequently allowed, and without any duplication through the inclusion of sales between outlets on the agreed list) on all sales covered by such statement.

In the case of tires and batteries, the merchandising commission will be 10% with respect to sales made to your dealer outlets, and 7½% with respect to sales made to your distributors, i.e., your resellers who distribute your prod-

ucts to other resellers for their own account in certain areas.

In the case of car and home merchandise sold to your dealers, the merchandising commission will be 10% with respect to sales made at our dealer or distributor prices, and 5% with respect to such sales made at our jobber prices. In the case of car and home merchandise sold to your distributors as above defined, the merchandising commission will be 7½% with respect to sales made at our dealer or distributor prices, and 5% with respect to such sales made at our jobber prices. We understand that you will retain for your own exclusive benefit all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

If we have outlined correctly your understanding of this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber
Company, Inc
By Illegible

Vice President

Attest: W M Mettler

Assistant Secretary

Accepted:

Sherwood Brothers Incorporated

By Wm. A. Sherwood

Vice Pres.

2550

Commission Exhibit No. 68C,

1955

COMMISSION EXHIBIT NO. 68C.

**Sherwood Brothers Incorporated
Mathieson Building
10 Light Street
Baltimore 3, Maryland**

December 21, 1955

Mr. S. A. Gaylord

The Goodyear Tire & Rubber Co., Inc.

Akron 16, Ohio

Dear Mr. Gaylord:

In view of the forthcoming merger of Sherwood Brothers Incorporated into its parent corporation, Sinclair Refining Company, it will be necessary that the agreement entered into between your company and this corporation by letter dated March 1, 1944 relative to sales promotion services to be furnished by this corporation to your company and compensation therefor be terminated as of the close of business as of December 31, 1955.

As the agreement requires thirty days' notice to cancel and insufficient time remains before the termination date for such notice to be effective, we request that you agree to termination as of December 31, 1955 by acceptance of a copy of this letter. Any checks for commissions earned under the above agreement payable to this corporation and paid after January 1, 1956 should be paid to Sinclair Refining Company Sherwood Division.

Yours very truly,

Sherwood Brothers Incorporated

Accepted

By John R. Sherwood *President*

The Goodyear Tire & Rubber Co., Inc.

By Illegible

Vice President

Attest: G. A. Clayton

Assistant Secretary

1957

COMMISSION EXHIBIT NO. 69.

Goodyear

The Goodyear Tire & Rubber Company, Inc.

Akron 16, Ohio

September 25, 1944

Sinclair Refining Company.

630 Fifth Avenue

New York, N Y

Gentlemen:

We now confirm discussions with you relative to services to be rendered by you during the balance of the year 1944 and from year to year thereafter, subject to cancellation by either of us at any time on thirty (30) days' written notice to the other, in promoting the sale of merchandise listed in Sections I, II and III (excepting batteries) of our Car & Home Supply Catalog as supplemented from time to time (referred to herein as Goodyear car and home merchandise) through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon in writing with you from time to time.

During the period mentioned it is understood that you will actively assist us in selling and in promoting the sale of the above merchandise to such customers, and at our request from time to time you will have your field representatives call upon these customers in company with our salesmen and otherwise, and will cooperate and assist us in our efforts to promote and encourage the sale of such merchandise by the customers to whom such sales shall be made by us. The right to accept or reject any order received from any customer shall at all times rest with us.

You will see that your field offices work energetically with us with the view to assisting us to the fullest practicable extent in perfecting arrangements with all such customers. You will at all times maintain adequate qualified personnel to render the services called for hereunder regularly and efficiently.

As soon as practicable after the end of each second month, we will furnish you with a statement of all sales of Goodyear car and home merchandise covered by deliveries from our field warehouses (or from district warehouses in the case of included Section III items) to such

customers on the list approved by both of us, it being 1960 understood and agreed that with respect to customers otherwise covered by this agreement we will

limit our disapproval to customers who are then purchasing tires or batteries from us and who prior to this date, and without sales assistance from you contributing materially in the establishment of the relationship, have purchased tires or batteries from us and have thereafter purchased car and home merchandise from us in lines not substantially broadened after this date through your efforts with the particular account; provided, however, that any request for the addition of an account based upon such broadening of lines through your efforts must be accompanied by an order giving evidence thereof on the order form designated as "SINC No 1"; and provided further than we may omit from the statements any cash or c.o.d. sales not covered by orders placed on the "SINC No 1" order form. It is understood and agreed that purchases by you for resale at your company-owned and operated outlets shall not be included in any such statement. The statements in each case will show the name, state, town, and address of the outlets involved, the amount of purchases during the period covered and for the year to date by outlet and the applicable commission rate.

At the end of each calendar year in consideration of your services hereunder, we will pay you a commission (computed on the net amount of invoices, excluding tax shown separately thereon, after deducting all applicable discounts and allowances, other than cash discount and quantity bonus, whether shown on invoice or subsequently allowed, and without any duplication through the inclusion of sales between outlets on the agreed list) on all sales covered by the statements for such year. The commission will be payable at the rate of 10% with respect to all such sales made to your petroleum dealer resellers at our dealer or distributor prices, and at the rate of 7½% with respect to all such sales made to distributors buying petroleum under your contract form 2367, and at the rate of 5% with respect to all such sales made to your petroleum dealer or distributor resellers at our jobber prices.

We understand that you will retain for your own exclusive benefit all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

If we have outlined correctly your understanding 1961 of this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber Company, Inc.

By R S Carlson

Attest:

Vice President

W M Mettler

Assistant Secretary

Accepted:

Sinclair Refining Company

By (Illegible)

Vice President.

1963

COMMISSION EXHIBIT NO. 70A.-B.

Good Year

The Goodyear Tire & Rubber Company, Inc.,

Akron 16, Ohio.

October 1, 1947

Sinclair Refining Company
630 Fifth Avenue
New York, N. Y.

Gentlemen:

We now propose that the arrangement relating to your assistance in promoting the sale of car and home merchandise and related merchandise as set forth in our letter to you dated September 25, 1944 be amended in the following respects effective on and after October 1, 1947:

1. The following language as contained in the first sentence of the first paragraph of our letter of September 25, 1944 is hereby deleted:

"in promoting the sale of merchandise listed in Sections I, II and III (excepting batteries) of our Car & Home Supply Catalog as supplemented from time to time (referred to herein as Goodyear car and home merchandise)"

and the following is substituted in place thereof:

"in promoting the sale of car and home merchandise and related merchandise listed in Exhibit A, attached to this letter and made a part hereof,"

2. The following language as contained at the beginning of the first sentence of the fourth paragraph of our letter of September 25, 1944 is hereby deleted:

"As soon as practicable after the end of each second month, we will furnish you with a statement of all sales of Goodyear car and home merchandise covered

by deliveries from our field warehouses (or from district warehouses in the case of included Section III items) to such customers on the list approved by both of us,"

and the following is substituted in place thereof:

"As soon as practicable after the end of each second 1965 month, we will furnish you with a statement of all sales of all merchandise covered by deliveries included under Exhibit A to such customers on the list approved by both of us,"

3. The following language as contained at the end of the first sentence of the fourth paragraph of our letter of September 25, 1944 is hereby deleted:

"on the order form designated as 'SINC No 1'; and provided further that we may omit from the statements any cash or c.o.d. sales not covered by orders placed on the SINC No 1' order form."

If the foregoing meets with your approval, please so indicate by signing and returning to us the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber
Company, Inc.,

By (Illegible),

Vice President,

Attest: (Illegible),

Assistant Secretary.

Accepted:

Sinclair Refining Company,
By (Illegible).

1967

COMMISSION EXHIBIT NO. 70C.

Included items, subject to exceptions noted below:

1. Goodyear Battery Cables (when billed direct and delivered to the Sinclair reseller by the Goodyear District or from the manufacturer's factory).
2. The following items (commonly called shelf items) of Goodyear Repair Material when delivered and billed either by the Goodyear District or factory or field warehouse:

Small & Bicycle Tube Repair Kits

Stepread Cement—Qts

Small Containers Cold Patch Cement

Emergency Self-Sealing Patches

Gasket Compound

Bicycle Rim Cement

Shaler M-50 Repair Kits

Motorist Vulc-Patch Kit.

3. The following items (designated in accordance with Goodyear's regular classification of such merchandise) of Goodyear Car and Home Merchandise when delivered from the manufacturer's factory or from the Goodyear field warehouse:

All radios, radio aeriels, and radio accessories, except such items manufactured by General Electric and Motorola

Automotive Supplies

Hardware and Tools

Wheel Goods

Sporting Goods

Small Electrical Appliances

Housewares

Toys and Games.

4. Goodyear Brake Lining and Goodyear Brake Lining Rivets when delivered from the manufacturer's factory or from the Goodyear field warehouse.
5. Goodyear wheel Weights when delivered from the manufacturer's factory or from the Goodyear field warehouse.
6. All Dill and Schrader Merchandise when delivered from the manufacturer's factory or from the Goodyear District.

Exceptions:

1. General Electric and Hot Point Major Appliances which are obtained by the dealers from the manufacturers' distributors.
2. Motorola Car Heaters.
3. Batteries.
4. Battery Charging Equipment.
5. Brake Lining Equipment.

Exhibit A, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc. to Sinclair Refining Company dated October 1, 1947.

The Goodyear Tire & Rubber
Company, Inc.,

By (Illegible),

Vice President.

Sinclair Refining Company,

By (Illegible).

2558

Commission Exhibit No. 71A-B.

1969

COMMISSION EXHIBIT NO. 71-A-B.

The Goodyear Tire & Rubber Company, Inc.,
Akron 16, Ohio.

May 1, 1952

Mid-Continent Petroleum Corp.
Tulsa 2, Okla.

Gentlemen:

We now confirm our arrangement with you relative to services to be rendered by you in promoting the sale of certain Goodyear merchandise through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon in writing with you from time to time on our form G-1209.

From the date hereof until cancelled by either party upon one hundred twenty (120) days' written notice to the other, these services shall continue with respect to Goodyear tires (casings and tubes, including Goodyear-produced recaps or retreads and repaired tires), batteries and certain car and home merchandise and related merchandise listed in Exhibit A attached to this letter and made a part hereof.

While this agreement remains in effect, it is understood that you will actively assist us in selling and promoting the sale of the above merchandise to your customers above referred to. You will see that your field offices work energetically with us with a view to assisting us to the fullest practicable extent in perfecting sales, credit, and merchandising arrangements with all such customers.

We understand that your field representatives will suggest to these customers the maintenance of adequate stocks of merchandise purchased from us and will counsel them as to the maintenance of proper identification and advertising with respect thereto.

You will instruct your field representatives that in their regular calls upon these accounts they shall encourage the accounts in undertaking and continuing vigorously their representation for us. To assist in the proper coordination of sales programs you will, from time to time at our mutual convenience, have your representatives call upon these customers in company with our salesmen. You will, throughout the term of our agreement, cooperate with and assist us in our efforts to promote and increase the sales of such merchandise by the customers to whom sales shall be made by us.

It is understood that you will maintain adequate dealer training programs in the sale of tires, batteries, and accessories, and qualified personnel to render the services called for hereunder regularly and efficiently. The right to accept or reject any order received from any customer shall at all times rest with us.

1971 With respect to outlets on the approved list agreed upon with you, we will furnish you as soon as practicable after the end of each month with a statement reflecting sales made by us from our own supply points (retail stores, factories, district warehouses, or other owned outlets) and sales made by and reported to us by our dealer supply points, all as shown on Exhibit A. While we cannot guarantee that all such sales by dealer supply points will be reported to us, or that in some instances cash or c.o.d. transactions may not be reported, we assure you that we will in good faith urge dealer supply points to keep us promptly advised of such sales and will endeavor to maintain a complete record of all such sales.

At the time each such statement is submitted, we will pay you a merchandise commission of ten per cent (10%) on all sales to your dealer outlets and seven and one-half per cent (7½%) on all sales to your franchise petroleum distributors as covered by such statement, computed on the

net amount of invoices, excluding tax, after deducting, whether shown on invoice or subsequently allowed, annual volume bonus, and all applicable discounts and allowances, other than cash discounts provided, however, that with respect to sales of Resolute batteries the commission shall be seven and one-half per cent (7½%) on all such sales whether to your dealer outlets or to your distributors.

We understand that you will retain for your own exclusive benefit all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

Our records pertaining to business under this arrangement will be made available in our districts for reasonable inspection by you during ordinary business hours.

If we have outlined correctly your understanding of this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber
Company, Inc.,

By Victor (Illegible),

Vice President.

Attest: (Illegible),

Assistant Secretary.

Accepted:

Mid-Continent Petroleum Corp.

By (Illegible).

1973

COMMISSION EXHIBIT 71-C.

Exhibit A—Page 1

Products eligible under the Merchandising Commission Plan

Sales of the following products to approved Mid-Continent accounts are subject to commission when delivery is taken from an authorized (G-1209) supply point as indicated below by the symbol (x).

Product	Goodyear District	Field or Factory Warehouse	Goodyear Store	Goodyear Independent Dealers
All new Goodyear Tires & Tubes (Except Airplane)	x	*	x	x
All Second Goodyear Tires & Tubes	x	*	x	x
Goodyear produced Recaps & Repairs	x	*	x	
Goodyear Automotive Batteries	x	*	x	x
Resolute Automotive Batteries	x	*	x	x
Goodyear Farmlight Batteries	x	*	x	x
Battery Cables	*	x	x	x
Car & Home Merchandise	*	x	x	x
Anti-Freeze	*	x	x	x
Tire Chains	*	x	x	x
Goodyear Brake Lining-Rivets-Weights	*	x	*	*
Dill & Schrader Valve Products	x	*	x	x
Sea-Bee Outboard Motors	x	*	x	x
Goodyear Repair Material—Shelf or Resale Items—C & H M Catalogue, as follows:				
Small & Bicycle Tube Repair Kits	x	x	x	x
Rubber Bonding Cement	x	x	x	x
Emergency Self-Sealing Patches	x	x	x	x
Small Containers Cold Patch Cement	x	x	x	x
Gasket Compound	x	x	x	x
Bicycle Rim Cement	x	x	x	x
Motorists Vulc-Patch Kits	x	x	x	x

* Not stocked at these locations.

1975

Exhibit A—Page 2**Products not eligible under Sales Commission Plan**

All products not listed above as eligible products included but not limited to—

General Electric and Hotpoint Major Appliances

General Electric Radios and Television Sets.

Motorola Radios, Aerials and Accessories

Magic Chef Ranges

Coleman Major Appliances as supplied by Distributors

Admiral—Radios—Television & Major Appliances

All types of Equipment—Battery Chargers

Display, Service Station, etc.

Repair Material—Camelback

Advertising and Sales Promotion Items

Adjustment Sales and Credits

Exhibit A, consisting of two pages, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc. to Mid-Continent Petroleum Corp. Dated May 1, 1952.

The Goodyear Tire & Rubber Company, Inc

By Victor Holt,

Vice President.

By

Vice President

1977

COMMISSION EXHIBIT 72.

S A Gaylord

Mr T E Fitzgerald

January 15, 1952

Vice President in Charge of Sales

Mid-Continent Petroleum Corporation

Box 381

Tulsa 2, Oklahoma

Dear Mr Fitzgerald:

Sam Gaylord has just given us a complete report of his discussions with you last week in Tulsa and of the many courtesies that you extended to him at that time.

Naturally, we are pleased to have an opportunity to talk seriously with you about the matter of your purchasing Goodyear under the Sales Commission Plan.

The purpose of this letter is to enthusiastically second Mr Gaylord's invitation to you to visit us here in Akron.

As we understand it, you hope to be able to come to Akron sometime late in February and we would appreciate it very much just as soon as you know the exact dates if you would let us know so that we can all plan to be on hand.

We understand from Sam that you have some concern about doing business with two TBA suppliers.

We would refer you to Shell as to whether we can work with Firestone on a satisfactory dual basis.

In this connection, you may be assured that we live up to any mutual understanding we will arrive at covering method of procedure, etc. *will*

We are looking forward with a great amount of pleasure to meeting you and your associates here in Akron.

Very truly yours,

Victor Holt Jr.

Vice President

k

cc-D C Wixson, General Sales Manager

W J Wixson, Mgr T B A Department

1979

COMMISSION EXHIBIT NO. 73A-B.

Tulsa, Okla.

Mr. W. J. Wixson
Manager-Specialty Mdse. Dept.
Mid-Continent Petroleum Corp.

Tulsa, Okla.

June 20, 1953

Mr. J C Arnold
Mr. S A Gaylord
Mr. R G Miller

Mid-Continent—Goodyear TBA Program

Dear Joe:

You were not present at the discussion last Monday in which some side lights came up that could retard the program unless they are clarified.

It was reported that Goodyear salesmen have sold or offered to sell D-X dealers on an "A" bracket basis, regardless of their qualifications. Specific towns of Okemah, Henryetta, Oklahoma City and Tulsa were mentioned. The Goodyear man informed me that the D-X dealers in the first two towns have not been sold Goodyear as it was reported. He also stated he had no intention of requesting an "A" deal unless they qualified with an adequate opening order, advertising program and etc. The Mid-Continent Territory Manager worked with the Goodyear man and I believe he will confirm that no unethical tactics were used. Mr. Caldwell was quite emphatic that the D-X dealer on Western Ave. in Oklahoma City changed to Goodyear only because he was sold on the "A" dealer basis. This is also in error. Bill Harris was in Oklahoma City when the change was made and can verify the dealer was not extended the "A" price. The same charge was made regarding the Patterson station in Tulsa. Goodyear Dis-

tributor McElroy sold Patterson on the "A" dealer basis because he qualifies for this discount. Anyone of the 30 tire manufacturers would be glad to extend the "A" deal bracket to any dealer that is merchandising and selling tires in the same volume as the Patterson station.

You have heard the Goodyear Franchise presented enough times to know that we stress the following points: Quality products, Complete line of TBA Mdse., Dominance in original equipment, in Advertising and Public Preference. We emphasize convenient stocks, merchandising assistance, budget selling and most important, More Profits because a dealer can make more sales. We would be whipped before we started if we attempted to quote prices that we could not get approved.

I can furnish you with specific instances where we discovered D-X stations that were not receiving the discounts that they were entitled. These were reported to Mid-Continent men in confidence but with the net results of corrected discounts and accelerated sales by our competitor thru these stations.

It was insinuated that Goodyear's largest dealer in Oklahoma, McElroy Tire Company, was not a proper supply point for D-X dealers. The 748 forms indicate he had done an excellent job with a group of D-X dealers, all plus business for Mid-Continent. McElroy, following our suggestions recently employed an experienced outside salesman.

Mr. McElroy qualified as an oil company supplying distributor by stocking the proper account of accessories and batteries. He is quite disturbed over the recent development and feels that he has been double-crossed. It is his belief that a Mid-Continent representative should have checked with him on his ability to supply associate dealers with tires, batteries and accessories before recommending that a D-X dealer quit him.

1981 The old complaint about Malchi Auto Supply Co. delivering to a D-X dealer in Oklanoma City came up again. Malchi rents a building from Sinclair that has a small retail station connected which they operate. Malchi also operates from a building in Tulsa that they rent from Sinclair. This building does not have gasoline pumps. Incidentally they are an aggressive organization that carry a complete line of Goodyear TBA mdse. They would make an excellent supply point for D-X stations if we could just get their true status established with your people.

We have evidently failed to made our Car & Home policy and position clear to every one in the Mid-Continent sales organization. Please let me restate briefly our policy that would effect our program with D-X. Mid-Continent dealers have access to the best and most complete line of competitively priced, nationally known Car & Home mdse., conveniently stocked by Goodyear warehouse points and Goodyear dealer and store supply points.

Goodyear Management has stated many times that Car & Home mdse. would be made available in adequate quantity in any designated supply point recommended by Mid-Continent representatives, providing, of course, there is potential business available thru D-X stations.

We invite you to make a through investigation of the Car & Home situation. If we do not measure up to the standards expected by your company, we will be more than glad to follow your recommendations. If you know of any specific D-X dealers that we have had the opportunity of serving who has shown any dissatisfaction with our Car & Home department, will you please advise me.

For your information, the much discussed Patterson station averaged but \$149.75 per month purchases of Home, Auto Supplies and Batteries from our competitor for the first four months of 1953.

I have been contacting and working with a large number

of Goodyear and D-X salesmen since the revised instructions were issued. Goodyear salesmen are enthusiastic over the revised working plan and in fact several new accounts have been sold.

I have traveled some 2100 miles by auto the past three weeks and there is certainly a need for aggressiveness by both Goodyear and Mid-Continent to get more D-X dealers signed up that are now handling an unsponsored line of TBA. We in Goodyear have not been aggressive enough on this program and therefore we want to accept the major portion of the blame for this program not getting started. This problem is being corrected.

In this lengthy report I have tried to defend our position on some controversial subjects. I have in no manner forgotten that the Mid-Continent Petroleum Corp. is the customer and Goodyear the seller.

I predict that both companies will prosper and work harmoniously together, if Goodyear adopts a more aggressive solicitation plan and if the Mid-Continent men appreciate the advantages and understand the real meaning of a Dual Program.

Sincerely,

C. R. Mitchell

CRM/rw

2568

Commission Exhibit No. 73C.

1983

COMMISSION EXHIBIT NO. 73C.

The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio

May 16 1955

Mid-Continent Petroleum Corporation
Tulsa 2
Oklahoma

Gentlemen

We submit herewith letter agreement dated May 16 1955, embodying a new sales commission arrangement between this company and D-X Sunray Oil Company.

It is proposed that, subject to execution of the new agreement, our existing agreement with Mid-Continent Petroleum Corporation, dated May 1, 1952, be terminated by mutual consent, effective as of May 16 1955, the date of such new agreement.

Please indicate your acceptance by signing and returning the enclosed copy hereof, together with an executed copy of the new agreement.

Very truly yours

The Goodyear Tire & Rubber
Company, Inc

By Illegible

Vice President

Attest R M Miner

Assistant Secretary

Accepted:

Mid-Continent Petroleum Corporation

By W J Wixson

1984

COMMISSION EXHIBIT NO. 73D-E.

Goodyear

The Goodyear Tire & Rubber Company, Inc.

Akron 16, Ohio

May 16 1955

D-X Sunray Oil Company

Tulsa 2

Oklahoma

Gentlemen

We now confirm our arrangement with you relative to services to be rendered by you in promoting the sale of certain Goodyear merchandise through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon in writing with you from time to time on our form G-1209.

From the date hereof until cancelled by either party upon one hundred twenty (120) days' written notice to the other, these services shall continue with respect to Goodyear tires (casings and tubes, including Goodyear-produced recaps or retreads and repaired tires), batteries and certain car and home merchandise and related merchandise listed in Exhibit A attached to this letter and made a part hereof.

While this agreement remains in effect, it is understood that you will actively assist us in selling and promoting the sale of the above merchandise to your customers above referred to. You will see that your field offices work energetically with us with a view to assisting us to the fullest practicable extent in perfecting sales, credit, and merchandising arrangements with all such customers.

We understand that your field representatives will suggest to these customers the maintenance of adequate stocks

of merchandise purchased from us and will counsel them as to the maintenance of proper identification and advertising with respect thereto.

You will instruct your field representatives that in their regular calls upon these accounts they shall encourage the accounts in undertaking and continuing vigorously their representation for us. To assist in the proper coordination of sales programs you will, from time to time at our mutual convenience, have your representatives call upon these customers in company with our salesmen. You will, throughout the term of our agreement, cooperate with and assist us in our efforts to promote and increase the sale of such merchandise by the customers to whom sales shall be made by us.

It is understood that you will maintain adequate dealer training programs in the sale of tires, batteries, and accessories, and qualified personnel to render the services called for hereunder regularly and efficiently. The 1985 right to accept or reject any order received from any customer shall at all times rest with us.

With respect to outlets on the approved list agreed upon with you, we will furnish you as soon as practicable after the end of each month with a statement reflecting sales made by us from our own supply points (retail stores, factories, district warehouses, or other owned outlets) and sales made by and reported to us by our dealer supply points, all as shown on Exhibit A. While we cannot guarantee that all such sales by dealer supply points will be reported to us, or that in some instances cash or c.o.d. transactions may not be reported, we assure you that we will in good faith urge dealer supply points to keep us promptly advised of such sales and will endeavor to maintain a complete record of all such sales.

At the time each such statement is submitted, we will pay you a merchandise commission of ten per cent (10%)

on all sales to your dealer outlets and seven and one-half per cent (7½%) on all sales to your franchise petroleum distributors as covered by such statement, computed on the net amount of invoices, excluding tax, after deducting, whether shown on invoice or subsequently allowed, annual volume bonus, and all applicable discounts and allowances other than cash discount.

We understand that you will retain for your own exclusive benefit all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement:

Our records pertaining to business under this arrangement will be made available in our districts for reasonable inspection by you during ordinary business hours.

If we have outlined correctly your understanding of this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours

The Goodyear Tire & Rubber Company, Inc.

By (Illegible)

Vice President

Attest R. H. Miner

Assistant Secretary

Accepted:

D-X Sunray Oil Company

By D. C. Wixson

1986

COMMISSION EXHIBIT NO. 73F-G.

A. Products Eligible under the Merchandising Commission Plan

Sales of the following products are subject to commission when delivery is taken from an authorized (G-1209) supply point as indicated below by the symbol x.

Product	Good-year District	Field or Factory Ware-house	Good-year Store	Goodyear Independent Dealers
All new Goodyear Tires & Tubes (Except Airplane)	x	*	x	x
All Second Goodyear Tires & Tubes	x	*	x	x
Goodyear produced Recaps & Repairs	x	*	x	x
Goodyear Automotive Batteries	x	*	x	x
Goodyear Farmlight Batteries	x	*	x	x
Battery Cables	*	x	x	x
Car & Home Merchandise except that listed in Paragraph B of this Exhibit	*	x	x	x
Anti-Freeze	*	x	x	x
Tire Chains	*	x	x	x
Goodyear Brake Lining-Rivets-Weights	*	x	*	*
Dill & Schrader Valve Products	x	*	x	x
Sea-Bee Outboard Motors	x	*	x	x
Goodyear Repair Material—Shelf or Resale Items—Car & Home Line, as listed in C & H M Catalogue, as follows:				
Small & Bicycle Tube Repair Kits	x	x	x	x
Rubber Bonding Cement	x	x	x	x
Emergency self sealing patches	x	x	x	x
Small Containers Cold Patch-Cement	x	x	x	x
Gasket Compound	x	x	x	x
Bicycle Rim Cement	x	x	x	x
Motorists Vulc-Patch Kits	x	x	x	x

* Not stocked at these locations.

1987 B. Products not Eligible under Sales Commission Plan

All products not listed above as eligible products including but not limited to—

General Electric and Hotpoint Major Appliances
 General Electric Radios and Television Sets
 Motorola Radios, Aerials and Accessories
 Magic Chef Ranges

Coleman Major Appliances as supplied by Distributors
Admiral—Radios—Television & Major Appliances
All types of Equipment—Battery Chargers
Display, Service Station, etc
Repair Material—Camelback
Advertising and Sales Promotion Items
Adjustment Sales and Credits

Exhibit A, consisting of two pages, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc to the D-X Sunray Oil Company, dated May 16 1955.

The Goodyear Tire & Rubber Company, Inc.
By (Illegible)

Vice President

Attest R. H. Miner

Assistant Secretary

D-X Sunray Oil Company

By D. C. Wixson

1988

COMMISSION EXHIBIT NO. 74A.

Goodyear

The Goodyear Tire & Rubber Company, Inc.

Akron 16, Ohio

June 19, 1952

The Frontier Refining Company
Denver, Colorado

Gentlemen:

We now confirm our arrangement with you relative to services to be rendered by you in promoting the sale of certain Goodyear merchandise through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon

in writing with you from time to time on our form G-1209.

From the date hereof until cancelled by either party upon one hundred twenty (120) days' written notice to the other, these services shall continue with respect to Good-year tires (casings and tubes, including Goodyear-produced recaps or retreads and repaired tires), batteries and certain car and home merchandise and related merchandise listed as "Products Eligible under the Merchandising Commission Plan" in Exhibit A attached to this letter and made a part hereof.

While this agreement remains in effect, it is understood that you will actively assist us in selling and promoting the sale of the above merchandise to your customers above referred to. You will see that your field offices work energetically with us with a view to assisting us to the fullest practicable extent in perfecting sales, credit, and merchandising arrangements with all such customers.

We understand that your field representatives will suggest to these customers the maintenance of adequate stocks of merchandise purchased from us and will counsel them as to the maintenance of proper identification and advertising with respect thereto.

You will instruct your field representatives that in their regular calls upon these accounts they shall encourage the accounts in undertaking and continuing vigorously their representation for us. To assist in the proper coordination of sales programs you will, from time to time at our mutual convenience, have your representatives call upon these customers in company with our salesmen. You will, throughout the term of our agreement, cooperate with and assist us in our efforts to promote and increase the sale of such merchandise by the customers to whom sales shall be made by us.

It is understood that you will maintain adequate dealer training programs in the sale of tires, batteries, and ac-

cessories, and qualified personnel to render the services called for hereunder regularly and efficiently. The right to accept or reject any order received from any customer shall at all times rest with us.

1990 With respect to outlets on the approved list agreed upon with you, we will furnish you as soon as practicable after the end of each month with a statement reflecting sales made by us from our own supply points (retail stores, factories, district warehouses, or other owned outlets) and sales made by and reported to us by our dealer supply points, all as shown on Exhibit A. While we cannot guarantee that all such sales by dealer supply points will be reported to us, or that in some instances cash or c.o.d. transactions may not be reported, we assure you that we will in good faith urge dealer supply points to keep us promptly advised of such sales and will endeavor to maintain a complete record of all such sales.

At the time each such statement is submitted, we will pay you a merchandise commission of ten per cent (10%) on all sales to your dealer outlets and seven and one-half per cent (7½%) on all sales to your franchise petroleum jobbers and distributors as covered by such statement, computed on the net amount of invoices, excluding tax, after deducting, whether shown on invoice or subsequently allowed, annual volume bonus, and all applicable discounts and allowances, other than cash discount, provided, however, that with respect to sales of Resolute batteries the commission shall be seven and one-half per cent (7½%) on all such sales whether to your dealer outlets or to your distributors.

We understand that you will retain for your own exclusive benefits all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

Our records pertaining to business under this arrangement will be made available in our districts for reasonable inspection by you during ordinary business hours.

If we have outlined correctly your understanding in this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber Company, Inc

By (Illegible)

Vice President

Attest: (Illegible)

Assistant Secretary

Accepted:

The Frontier Refining Company

By (Illegible)

President

1992

COMMISSION EXHIBIT NO. 74C-D.

Exhibit A.

A. Products Eligible under the Merchandising Commission Plan

Sales of the following products to approved Frontier Refining Company accounts are subject to commission when delivery is taken from an authorized (G-1209) supply point as indicated below by the symbol x.

Product	Good-year District	Field or Ware-house	Good-year Store	Good-year Independent Dealers
All new Goodyear Tires & Tubes (Except Airplane)	x	*	x	x
All Second Goodyear Tires & Tubes	x	*	x	x
Goodyear produced Recaps & Repairs	x	*	x	
Goodyear Automotive Batteries	x	*	x	x
Resolute Automotive Batteries	x	*	x	x
Goodyear Farmlight Batteries	x	*	x	x
Battery Cables	*	x	x	x
Car & Home Merchandise except that listed in Paragraph B of this Exhibit	*	x	x	x
Anti-Freeze	*	x	x	x
Tire Chains	*	x	x	x
Goodyear Brake Lining-Rivets-Weights	*	x	*	*
Dill & Schraeder Valve Products	x	*	x	x
Sea-Bee Outboard Motors	x	*	x	x
Goodyear Repair Material—Shelf or Resale Items—Car & Home Line, as listed in C & H M Catalogue, as follows:				
Small & Bicycle Tube Repair Kits	x	x	x	x
Rubber Bonding Cement	x	x	x	x
Emergency self-sealing patches	x	x	x	x
Small Containers Cold-Patch Cement	x	x	x	x
Gasket Compound	x	x	x	x
Bicycle Rim Cement	x	x	x	x
Motorists Vulc-Patch Kits	x	x	x	x

* Not stocked at these locations.

1994 B. Products not Eligible under Sales Commission Plan.

All products not listed above as eligible products including but not limited to—

General Electric and Hotpoint Major Appliances

General Electric Radios and Television Sets
Motorola Radios, Aerials and Accessories
Magic Chef Ranges
Coleman Major Appliances as supplied by Distributors
Admiral—Radios—Television & Major Appliances
All types of Equipment—Battery Chargers
Display, Service Station, etc.
Repair Material—Camelback
Advertising and Sales Promotion Items
Adjustment Sales and Credits.

Exhibit A, consisting of two pages, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc to The Frontier Refining Company, dated June 19, 1952.

The Goodyear Tire & Rubber Company, Inc
By (Illegible)

Vice President

Attest:

(Illegible)

Assistant Secretary

The Frontier Refining Company
By (Illegible)

1996

COMMISSION EXHIBIT NO. 75.

C W Thorp
Division Manager
Los Angeles, Calif

Akron, Ohio

6-12-52

J E Mayl
Victor Holt Jr
S A Gaylord

The Frontier Refining Company—Denver, Colo

We have signed a marketing agreement with the subject Petroleum Company on a 100% Goodyear basis.

This progressive company operates mostly in the Rocky Mountain Area and projection based on their retail gallonage indicates that they have a \$2,000,000 TBA potential. In addition they operate a fleet of 32 tractor-trailer units and their tire purchases during the last year for own consumption was around \$100,000.

Attached is a list of Dealers and Jobbers by Goodyear Districts in your Division.

A series of meetings have been scheduled starting with a combined Goodyear-Frontier Personnel meeting at the Albany Hotel, Denver, Colo., Tuesday evening, June 24, at 6 P. M. Dinner will be served and the meeting follows.

District Managers and the Field Representatives involved in the Frontier marketing territory should attend this meeting to get acquainted and set up dual working schedules. District Managers and the Petroleum Sales Department will make a complete TBA Franchise Presentation and cover all the details of the Sales Commission Plan at this meeting.

This will be followed by evening meetings with their Dealers and Jobbers, as scheduled below.

In the interest of conserving District Managers' time the Petroleum Sales Department will handle these meeting presentations. Arrangements have been made for an Akron Store Planning man and a complete TBA Display to make a swing of all meetings.

The Goodyear Field Representatives covering the territory involved should attend these Dealer-Jobber meetings where scheduled. Breakdown of the towns for each Field Representative can be made from the attached District list. If convenient the District Manager should attend at least one of the meetings.

Frontier Meeting Schedule

Combined Personnel Meeting

Tuesday, June 24, Albany Hotel—Denver

1998 Dealer-Jobber Meetings

Wednesday, June 25—Albany Hotel—Denver, Colo

Thursday, June 26—Hotel announced later—Cheyenne,
Wyo

Friday, June 27—Hotel announced later—Casper, Wyo

Monday, June 30—Hotel announced later—Scottsbluff, Neb

Tuesday, July 1—Hotel announced later—North Platte,
Neb

Wednesday, July 2—Hotel announced later—Pueblo, Colo
or Salt Lake City

General

This account has a marketing agreement with Mansfield, but have done very little with TBA. With the limited help received from Mansfield their experience has not been too satisfactory.

With our well-rounded program we can cash in on their progressive attitude and willingness to give the program

complete support. How well we cash in will be determined by our interest and cooperation in developing their Dealers and Jobbers.

Petroleum Sales Department

J W Basista
lfm

2000 COMMISSION EXHIBIT NO. 76.

cc Joe Tracy
Chester Guthrie

March 5, 1953

Mr Claude A Weber
The Frontier Refining Company
Denver, Colorado

Dear Claude:

Well, we have finally received the final figures for 1952, and while you have been on the Goodyear TBA Program actually only five months, we want to congratulate you on the \$110,250 worth of Goodyear business sold through your outlets.

We are assuming that the program is now on the "main line" and we are confident that you have your sights raised to at least three times as much in 1953. We believe this is a conservative estimate because in the Rubber Industry Goodyear is looking forward to a normal increase of 25 to 30% in tire sales.

Frontier, with the Dealer and Jobber Organization that I have seen, plus the expansion and development, as noted in the February issue of your House Organ, should have little difficulty in reaching such a figure.

It is with extreme interest that we note your plans for a new Office Building, as well as the Super-Duper truck stop planned for Cheyenne.

We are looking forward to visiting with you sometime during the present year and discussing these new plans, particularly in relation with their effect on TBA sales.

We also note that Joe Tracy is doing a nice job of plugging the TBA Program in "Rarin'-To-Go" and we plan to keep feeding him interesting material for continued publicity.

Our best regards and a cheerful "hello" to Mr Armitage and the rest of your organization.

Very truly yours,

Petroleum Sales Department

J W Basista
lfm

2002

COMMISSION EXHIBIT NO. 76A.

The Frontier Refining Co.

Denver, Colorado

Cheyenne, Wyoming

410 Boston Building

Denver 2, Colorado

December 9, 1954

Goodyear Tire & Rubber Co., Inc.

Akron 16, Ohio

Gentlemen:

Reference is made to a certain letter agreement dated June 19, 1952, between yourself and this company. This is to notify you that we hereby cancel this agreement effective as of today, in accordance with the proposed provisions under paragraph 2 of the agreement.

Yours very truly,

H. E. Armitage

Vice President

HEA:pmz

2004 COMMISSION EXHIBIT NO. 77A-B.

January 1, 1953

Quaker State Oil Refining Corporation
Sterling Oil Division
St. Marys, West Virginia

Gentlemen:

We now confirm our arrangement with you relative to services to be rendered by you in promoting the sale of certain Goodyear merchandise through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon in writing with you from time to time on our form G-1209.

From the date hereof until cancelled by either party upon one hundred twenty (120) days' written notice to the other, these services shall continue with respect to Goodyear tires (casings and tubes, including Goodyear-produced recaps or retreads and repaired tires), batteries and certain car and home merchandise and related merchandise listed as "Products Eligible under the Merchandising Commission Plan" in Exhibit A attached to this letter and made a part hereof.

While this agreement remains in effect, it is understood that you will actively assist us in selling and promoting the sale of the above merchandise to your customers above referred to. You will see that your field offices work energetically with us with a view to assisting us to the fullest practicable extent in perfecting sales, credit, and merchandising arrangements with all such customers.

We understand that your field representatives will suggest to these customers the maintenance of adequate stocks of merchandise purchased from us and will counsel them

as to the maintenance of proper identification and advertising with respect thereto.

You will instruct your field representatives that in their regular calls upon these accounts they shall encourage the accounts in undertaking and continuing vigorously their representation for us. To assist in the proper coordination of sales programs you will, from time to time at our mutual convenience, have your representatives call upon these customers in company with our salesmen. You will, throughout the term of our agreement, cooperate with and assist us in our efforts to promote and increase the sale of such merchandise by the customers to whom sales shall be made by us.

2006 It is understood that you will maintain adequate dealer training programs in the sale of tires, batteries, and accessories, and qualified personnel to render the services called for hereunder regularly and efficiently. The right to accept or reject any order received from any customer shall at all times rest with us.

With respect to outlets on the approved list agreed upon with you, we will furnish you as soon as practicable after the end of each month with a statement reflecting sales made by us from our own supply points (retail stores, factories, district warehouses, or other owned outlets) and sales made by and reported to us by our dealer supply points, all as shown on Exhibit A. While we cannot guarantee that all such sales by dealer supply points will be reported to us, or that in some instances cash or c.o.d. transactions may not be reported, we assure you that we will in good faith urge dealer supply points to keep us promptly advised of such sales and will endeavor to maintain a complete record of all such sales.

At the time each such statement is submitted, we will pay you a merchandise commission of ten per cent (10%) on all sales to your dealer outlets and seven and one-half

per cent (7½%) on all sales to your franchise petroleum jobbers and distributors as covered by such statement, computed on the net amount of invoices, excluding tax, after deducting, whether shown on invoices or subsequently allowed, annual volume bonus, and all applicable discounts and allowances, other than cash discount, provided, however, that with respect to sales of Resolute batteries the commission shall be seven and one-half per cent (7½%) on all such sales whether to your dealer outlets or to your jobbers or distributors.

We understand that you will retain for your own exclusive benefits all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

Our records pertaining to business under this arrangement will be made available in our districts for reasonable inspection by you during ordinary business hours.

If we have outlined correctly your understanding in this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber Company, Inc.,

By Victor (Illegible),

Vice President,

Attest W. M. Mettler,

Assistant Secretary.

Accepted:

Quaker State Oil Refining Company—Sterling Oil Division,

By (Illegible)

President.

Exhibit A.

A. Products Eligible under the Merchandising Commission Plan

Sales of the following products to approved Quaker State Oil Refining Corp. Sterling Oil Division accounts are subject to commission when delivery is taken from an authorized (G-1209) supply point as indicated below by the symbol x.

Product	Good-year District	Field or Factory Warehouse	Good-year Store	Goodyear Independent Dealers
All new Goodyear Tires & Tubes (Except Airplane)	x	•	x	x
All Second Goodyear Tires & Tubes	x	•	x	x
Goodyear produced Recaps & Repairs	x	•	x	
Goodyear Automotive Batteries	x	•	x	x
Resolute Automotive Batteries	x	•	x	x
Goodyear Farmlight Batteries	x	•	x	x
Battery Cables	•	x	x	x
Car & Home Merchandise except that listed in Paragraph B of this Exhibit	•	x	x	x
Anti-Freeze	•	x	x	x
Tire Chains	•	x	x	x
Goodyear Brake Lining-Rivets-Weights	•	x	•	•
Dill & Schrader Valve Products	x	•	x	x
Sea-Bee Outboard Motors	x	•	x	x
Goodyear Repair Material—Shelf or Resale items—Car & Home Line, as listed in C & H M Catalogue, as follows:				
Small & Bicycle Tube Repair Kits	x	x	x	x
Rubber Bonding Cement	x	x	x	x
Emergency self-sealing patches	x	x	x	x
Small Containers Cold Patch Cement	x	x	x	x
Gasket Compound	x	x	x	x
Bicycle Rim Cement	x	x	x	x
Motorists Vulc-Patch Kits	x	x	x	x

* Not stocked at these locations.

2010 B. Products not Eligible under Sales Commission Plan

All products not listed above as eligible products including but not limited to—

General Electric and Hotpoint Major Appliances

General Electric Radios and Television Sets

Motorola Radios, Aerials and Accessories

Magic Chef Ranges

Coleman Major Appliances as supplied by Distributors

Admiral—Radios—Television & Major Appliances

All types of Equipment—Battery Chargers

Display, Service Station, etc.

Repair Material—Camelback

Advertising and Sales Promotion Items

Adjustment Sales and Credits

Exhibit A, consisting of two pages, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc. to the Quaker State Oil Refining Corporation—Sterling Oil Division, dated January 1, 1953.

The Goodyear Tire & Rubber Company, Inc.,

By Victor (Illegible)

Vice President.

Attest W. M. Mettler,

Assistant Secretary.

Quaker State Oil Refining Corporation

Sterling Oil Division

By (Illegible),

President.

**Carter Oil Company
T.B.A. Sales Potential**

The most reliable statistics available in T.B.A. potential are those compiled from the 1948 Census of Business by the United States Government.

In this Census 196,000 stations were interviewed and submitted a complete report of their sales. Of this 196,000—114,000 stations were handling Tires, Batteries and Accessories.

Our Sales Research Department have broken these figures down and adjusted them to reflect fluctuation in price occurring since 1948 and have come up with a T.B.A. potential for the average station of—

\$6,690

This average retail dollar sales volume was broken down, as follows:

Items	\$	%
Tires and Tubes	\$3,438	51%
Batteries	1,195	18%
Accessories	2,057	31%
Total	\$6,690	100%

The Carter Oil Company has 613 salaried, leased and dealer service stations in operation or under construction.

On the basis of the average station doing \$6,690, it would appear that the potential for all Carter Oil Company station outlets would, therefore, be \$4,100,970, broken down, as follows:

Tires and Tubes	\$2,107,494
Batteries	732,535
Accessories	1,260,941
Total	\$4,100,970

We prefer, however, to be more realistic in submitting T.B.A. potential for Carter Oil Company. On the assumption that all salaried and leased stations whether they are selling T.B.A. today or not, should and could be put into the T.B.A. business and only 75% of the independent dealers be brought into the program,—based on the average station figure Carter Oil Company's T.B.A. volume would be—

\$3,529,010

2014 This, frankly, is considered a conservative estimate based on average sales. Broken down this chart shows how we arrived at the above figure.

	100% of 278 Salaried or Leased Stations	75% of 335 Dealers	Total
Tires & Tubes	\$ 955,764	\$ 862,938	\$1,818,702
Batteries	322,210	299,945	622,155
Accessories	571,846	516,307	1,088,153
Total	\$1,849,820	\$1,679,190	\$3,529,010

As pointed out, these estimates are based on average performance. We submit it on this basis knowing well, through actual experience, that the Goodyear T. B. A. can and will do a better than average job.

2590

Commission Exhibit No. 79A-B.

2016

COMMISSION EXHIBIT NO. 79 A-B.

Goodyear.

The Goodyear Tire & Rubber Company, Inc.

3415-21 N. Lincoln Blvd.

Oklahoma City, Okla.

January 26, 1955

Anderson-Prichard Oil Corporation

Liberty Bank Building

Oklahoma City 2, Oklahoma

Gentlemen:

We now confirm our arrangement with you relative to services to be rendered by you in promoting the sale of certain Goodyear merchandise through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon in writing with you from time to time on our form G-1209.

From the date hereof until cancelled by either party upon one hundred twenty (120) days' written notice to the other, these services shall continue with respect to Goodyear tires (casings and tubes, including Goodyear-produced recaps or retreads and repaired tires), batteries and certain car and home merchandise and related merchandise listed in Exhibit A attached to this letter and made a part hereof.

While this agreement remains in effect, it is understood that you will actively assist us in selling and promoting the sale of the above merchandise to your customers above referred to. You will see that your field offices work energetically with us with a view to assisting us to the fullest practicable extent in perfecting sales, credit, and merchandising arrangements with all such customers.

We understand that your field representatives will sug-

gest to these customers the maintenance of adequate stocks of merchandise purchased from us and will counsel them as to the maintenance of proper identification and advertising with respect thereto.

You will instruct your field representatives that in their regular calls upon these accounts they shall encourage the accounts in undertaking and continuing vigorously their representation for us. To assist in the proper coordination of sales programs you will, from time to time at our mutual convenience, have your representatives call upon these customers in company with our salesmen. You will, throughout the term of our agreement, cooperate with and assist us in our efforts to promote and increase the sale of such merchandise by the customers to whom sales shall be made by us.

It is understood that you will maintain adequate dealer training programs in the sale of tires, batteries, and 2017 accessories, and qualified personnel to render the services called for hereunder regularly and efficiently. The right to accept or reject any order received from any customer shall at all times rest with us.

With respect to outlets on the approved list agreed upon with you, we will furnish you as soon as practicable after the end of each month with a statement reflecting sales made by us from our own supply points (retail stores, factories, district warehouses, or other owned outlets) and ~~tories, district warehouses, or other owned outlets~~ and sales made by and reported to us by our dealer supply points, all as shown on Exhibit A. While we cannot guarantee that all such sales by dealer supply points will be reported to us, or that in some instances cash or c.o.d. transactions may not be reported, we assure you that we will in good faith urge dealer supply points to keep us properly advised of such sales and will endeavor to maintain a complete record of all such sales.

strike

At the time each such statement is submitted, we will pay you a merchandise commission of ten per cent (10%) on all sales to your dealer outlets and seven and one-half per cent ($7\frac{1}{2}\%$) on all sales to your franchise petroleum distributors as covered by such statement, computed on the net amount of invoices, excluding tax, after deducting, whether shown on invoice or subsequently allowed, annual volume bonus, and all applicable discounts and allowances, other than cash discount, provided, however, that with respect to sales of Resolute batteries the commission shall be seven and one-half per cent ($7\frac{1}{2}\%$) on all such sales whether to your dealer outlets or to your distributors.

We understand that you will retain for your own exclusive benefits all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

Our records pertaining to business under this arrangement will be made available in our districts for reasonable inspection by you during ordinary business hours.

If we have outlined correctly your understanding of this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber
Company, Inc.,

By (Illegible)

Vice President,

Attest:

(Illegible)

Assistant Secretary,

Accepted:

Anderson-Prichard Oil Corporation,

By , , , , , , ,

President.

2018 COMMISSION EXHIBIT NO. 79C-D.

Exhibit A.

A. Products Eligible under the Merchandising Commission Plan.

Sales of the following products are subject to commission when delivery is taken from an authorized (G-1209) supply point as indicated below by the symbol x.

Product	Good-year District	Field or Factory Ware-house	Good-year Store	Goodyear Independent Dealers
All new Goodyear Tires & Tubes (Except Airplane)	x	*	x	x
All Second Goodyear Tires & Tubes	x	*	x	x
Goodyear produced Recaps & Repairs	x	*	x	x
Goodyear Automotive Batteries	x	*	x	x
Resolute Automotive Batteries	*	*	*	*
Goodyear Farmlight Batteries	x	*	x	x
Battery Cables	*	x	x	x
Car & Home Merchandise except that listed in Paragraph B of this Exhibit	*	x	x	x
Anti-Freeze	*	x	x	x
Tire Chains	*	x	x	x
Goodyear Brake Lining-Rivets-Weights	*	x	*	*
Dill & Schrader Valve Products	x	*	x	x
Sea-Bee Outboard Motors	x	*	x	x
Goodyear Repair Material—Shelf or Resale Items—Car & Home Line, as listed in C & H M' Catalogue, as follows:				
Small & Bicycle Tube Repair Kits	x	x	x	x
Rubber Bonding Cement	x	x	x	x
Emergency self-sealing patches	x	x	x	x
Small Containers Cold Patch Cement	x	x	x	x
Gasket Compound	x	x	x	x
Bicycle Rim Cement	x	x	x	x
Motorists Vulc-Patch Kits	x	x	x	x

* Not stocked at these locations.

2019 B. Products not Eligible under Sales Commission Plan.

All products not listed above as eligible products including but not limited to—

General Electric and Hotpoint Major Appliances
General Electric Radios and Television Sets
Motorola Radios, Aerials and Accessories
Magic Chef Ranges
Coleman Major Appliances as supplied by Distributors
Admiral—Radios—Television & Major Appliances
All types of Equipment—Battery Chargers
Display, Service Station, etc.
Repair Material—Camelback
Advertising and Sales Promotion Items
Adjustment Sales and Credits

Exhibit A, consisting of two pages, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc. to the Anderson-Prichard Oil Corporation, dated January 26, 1955.

The Goodyear Tire & Rubber
Company, Inc.,

By (Illegible)

Vice President,

Attest:

(Illegible)

Assistant Secretary,

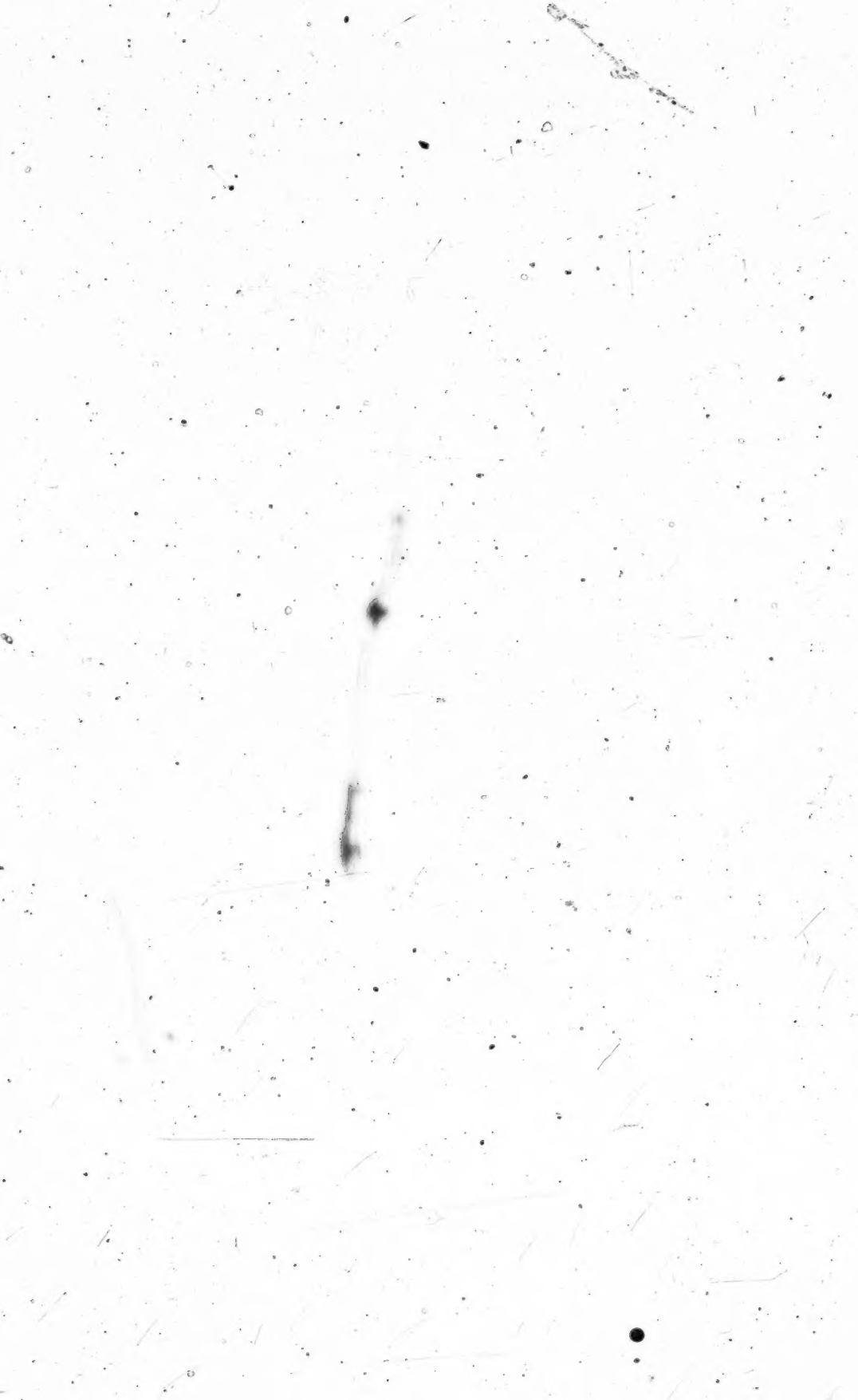
Anderson-Prichard Oil Corporation,

By (Illegible)

President.

COMMISSION EXHIBIT NO. 79E.

GOODYEAR DISTRICT	DATE ISSUED	DATE EFFECTIVE	SUCCESSION	NEW ACCT.	REMOVE	CHECK ONE
OIL COMPANY	OFFICE	STREET & CITY ADDRESS		OIL COMPANY SALES AREA		
LIST SUPPLY POINTS BELOW 1. <i>Wm. J. B. Co. 700 N. 1st St. St. Louis, Mo.</i> 2. <i>Wm. J. B. Co. 700 N. 1st St. St. Louis, Mo.</i> 3. <i>Wm. J. B. Co. 700 N. 1st St. St. Louis, Mo.</i> 4. <i>Wm. J. B. Co. 700 N. 1st St. St. Louis, Mo.</i> 5. <i>Wm. J. B. Co. 700 N. 1st St. St. Louis, Mo.</i> 6. <i>Wm. J. B. Co. 700 N. 1st St. St. Louis, Mo.</i> 7. <i>Wm. J. B. Co. 700 N. 1st St. St. Louis, Mo.</i> 8. <i>Wm. J. B. Co. 700 N. 1st St. St. Louis, Mo.</i> 9. <i>Wm. J. B. Co. 700 N. 1st St. St. Louis, Mo.</i> 10. <i>Wm. J. B. Co. 700 N. 1st St. St. Louis, Mo.</i>						
IS THIS ACCOUNT AN APPROVED GOODYEAR CAR & HOME WHOLESALE? CHECK ONE YES <input type="checkbox"/> NO <input type="checkbox"/>						
TYPE OF OIL ACCOUNT: GROSS OUT ONE OIL COMPANY FRANCHISE JOBBER OR DISTRIBUTORS OIL COMPANY DEALER (NOT JOBBER OR DISTRIBUTOR)						
FEDERAL TRADE COMMISSION DOCKET NO. 6486 - COMMISSION EXHIBIT NO. 79E RESPONDENT						
DEALER REPLACED	APPROVED - <u>GOODYEAR DISTRICT MANAGER</u>					
SPECIAL INSTRUCTIONS -	APPROVED - <u>OIL CO. REPRESENTATIVE</u>					
PARTICIPATING OIL COMPANY ACCOUNT:						
PROPRIETOR'S NAME	ST. ADDRESS	COUNTY	CITY	STATE		
TRADE NAME OR STYLE (IF ANY)		GOODYEAR FIELD OFFICER			TERM NO.	



2022

COMMISSION EXHIBIT NO. 79G.

Anderson-Prichard Oil Corporation.

Liberty Bank Building
Oklahoma City 2, Oklahoma

February 18, 1955

The Goodyear Tire & Rubber Company, Inc.
3415-21 North Lincoln Boulevard
Oklahoma City, Oklahoma

Gentlemen:

We are returning to you your letter agreement dated January 26, 1955, both copies of which have been executed by this company.

We have approved the agreement subject to the acceptance of the following amendments: We feel that Form G-1209 should be identified as Exhibit B and attached to and made a part of the agreement. Form G-1204 should be identified as Exhibit C and attached to and made a part of the agreement. In this connection we assume that Form G-1204 will be used in furnishing the reports referred to in paragraph 2 on page 2 of the agreement.

If you approve the above amendments, will you please indicate your approval in the space provided below.

Yours very truly,

/s/ E. K. Ketcham,
E. K. Ketcham.

The above amendments accepted and agreed to this 25th day of February, 1955.

The Goodyear Tire & Rubber Company, Inc.

By (Illegible)

Vice-President

Attest: (Illegible)

Assistant Secretary.

2598

Commission Exhibit No. 79H-I.

2023

COMMISSION EXHIBIT NO. 79H-I.

The Goodyear Tire & Rubber Company, Inc

August 9, 1949

Ashland Oil & Refining Company

Ashland, Ky

Gentlemen:

We now confirm discussions with you relative to services to be rendered by you during the balance of the year 1949 and from year to year thereafter, subject to cancellation by either of us at any time on thirty (30) days' written notice to the other, in promoting the sale of Goodyear tires (casings and tubes), batteries, and certain car and home merchandise and related merchandise listed in Exhibit A attached to this letter and made a part hereof, through such franchise jobbers as are otherwise engaged in, or propose to engage in, the sale of your products as are agreed in writing with you from time to time.

During the period mentioned it is understood that you will actively assist us in selling and in promoting the sale of the above merchandise to such customers, and, at our request from time to time, you will have your field representatives call upon these customers in company with our salesmen and otherwise, and will cooperate and assist us in our efforts to promote and encourage the sale of such merchandise by the customers to whom such sales shall be made by us. The right to accept or reject any order received from any customer shall at all times rest with us.

You will see that your field offices work energetically with us with the view to assisting us to the fullest practicable extent in perfecting arrangements with all such customers. You will at all times maintain adequate qualified personnel to render the services called for hereunder regularly and efficiently.

As soon as practicable after the end of each month we will furnish you with a statement of all sales made by us to outlets on the approved list agreed upon with you made during the month. We shall not be held responsible for the inclusion of all-cash and c.o.d. transactions. It is understood and agreed that purchases by you for resale to any outlets owned and operated by you shall not be included in any such statement.

At the time each such statement is submitted, we will pay you a merchandise commission of 7½% on all sales covered by such statement computed on the net amount of invoices, excluding tax, after deducting all applicable discounts and allowances other than cash discount and quantity bonus.

2025 We understand that you will retain for your own exclusive benefit all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

If we have outlined correctly your understanding of this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber Company, Inc

By

Vice President

Attest:

Secretary

Accepted:

Ashland Oil & Refining Company

By

COMMISSION EXHIBIT NO. 79J.

Included items, subject to exceptions noted below:

1. Goodyear Battery Cables (when billed direct and delivered to the Ashland franchise jobber by the Goodyear District or from the manufacturer's factory).
2. The following items (commonly called shelf items) of Goodyear Repair Material when delivered and billed either by the Goodyear District or factory or field warehouse:

- Small & Bicycle Tube Repair Kits
- Stepread Cement—Qts
- Small Containers Cold Patch Cement
- Emergency Self-Sealing Patches
- Gasket Compound
- Bicycle Rim Cement
- Shaler M-50 Repair Kits
- Motorist Vule-Patch Kit.

3. The following items (designated in accordance with Goodyear's regular classification of such merchandise) of Goodyear Car and Home Merchandise when delivered from the manufacturer's factory or from the Goodyear field warehouse:

- All radios, radio aeralis, and radio accessories, except such items manufactured by General Electric, Motorola, and Admiral Corporation
- Automotive Supplies
- Hardware and Tools
- Wheel Goods
- Sporting Goods
- Small Electrical Appliances
- Housewares
- Toys and Games.

4. Goodyear Brake Lining and Goodyear Brake Lining Rivets when delivered from the manufacturer's factory or from the Goodyear field warehouse.
5. Goodyear Wheel Weights when delivered from the manufacturer's factory or from the Goodyear field warehouse.
6. All Dill and Schrader Merchandise when delivered from the manufacturer's factory or from the Goodyear District.

Exceptions:

1. General Electric, Hot Point, and Admiral Major Appliances which are obtained by the dealers from the manufacturer's distributors.
2. Motorola Car Heaters.
3. Batteries.
4. Battery Charging Equipment.
5. Brake Lining Equipment.

Exhibit A, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc to Ashland Oil & Refining Company dated August 9, 1949.

The Goodyear Tire & Rubber Company, Inc

By _____

Vice President

Ashland Oil & Refining Company

By _____

2602

Commission Exhibit No. 79K:

2029

COMMISSION EXHIBIT NO: 79K.

September 13, 1949

Mr. Sam Gaylord
Goodyear Tire & Rubber Company
Akron, Ohio

Dear Mr. Gaylord:

Referring to the agreement of August 9, 1949 which you left with us recently, we have gone over this carefully and it seems to be entirely satisfactory. If you will submit copies for signatures, we will be glad to execute them.

I am asking our people to make up a list of all of our jobber accounts for submission to you promptly. This list will indicate whether the jobber is selling Ashland products, I Q S products or his own brand. Also, the list will indicate which of these jobbers now have satisfactory tire supply arrangements which we do not wish to change.

We are glad to be able to work out this arrangement with your good company and feel it should develop into an increasingly satisfactory arrangement for both of us.

Cordially yours,

EFW:mc

(Signed Everett F. Wells)

cc: Messrs. Moffitt, Stone, Bolton

2031 COMMISSION EXHIBIT NO 79L.

The Goodyear Tire & Rubber Company, Inc.

Akron 16, Ohio

September 28, 1949

Mr E F Wells—Vice President
Ashland Oil & Refining Company
Ashland, Kentucky

Dear Mr Wells:

Thanks for your favor of the 13 advising that the proposed agreement meets with your approval. Therefore, in accordance with your suggestion, we are drafting copies for signature here, after which they will be forwarded for execution by you.

It is my opinion that we can save considerable time in getting the plan underway if you will nominate a list of your jobber accounts which you recommend for qualification on the agreement at the outset. This action will enable us to submit such accounts to our District Managers and Division Managers for approval at the same time that we send out our Operating Instructions covering the arrangement.

Would like to express our appreciation for the opportunity of working with your good company and can assure you that our people will do their full share to make the arrangement mutually profitable to both companies.

With kindest personal regards.

Sincerely,

S. A. Gaylord

Manager—Petroleum Sales Dept

S A Gaylord

lfm

2033

COMMISSION EXHIBIT NO. 79M.

The Goodyear Tire & Rubber Company, Inc.

Akron 16, Ohio

July 12, 1950

Mr Don W Detjen
Ashland Oil & Refining Company
Ashland, Kentucky

Dear Mr Detjen: .

In reply to your letter of July 10, I am enclosing a copy of our Operating Instructions that were furnished to our Districts, covering the Ashland Oil & Refining Company program with Goodyear.

You will find in these instructions the handling of the 1209 forms mentioned in your letter.

Also, attached to these instructions you will find all of your franchise dealers with their addresses listed under the Goodyear District in whose territory they are located and an additional sheet giving the location of our Districts involved, together with the name of the District Manager as your contact point.

He, perhaps, will refer you to someone else in the organization, but your first contact should be with him.

This, I believe, will handle all of the subject matter of your letter.

Yours very truly,

Wilfore E Cameron
Petroleum Sales Department

W E Cameron

Hm

2035 COMMISSION EXHIBIT NO. 79N.-O.

H E Hoerster
District Manager
Cincinnati, O

Akron, Ohio

3-24-50

cc J E Stone—Ashland Oil & Ref. Co
Field Operating
W E Cameron
L R Harrah
L H Shepherd—Atlanta

— Ashland Oil & Refining Co., Ashland, Ky.

On January 3 we sent you Special Account Instructions covering Sales Commission arrangement with subject account on sales made by Goodyear to its approved franchise petroleum jobbers.

Ashland furnished the names of jobbers it desired to nominate under the arrangement. These were broken down by Goodyear Districts and made a part of the Special Account Instructions sent you January 3.

It should be noted that the list does not include all Ashland Jobbers because a similar sales arrangement is effective with Firestone.

Also, certain accounts listed are not franchise jobbers (handling Ashland Brand only). Our arrangement covers franchise jobbers only, however, it may be mutually desirable to make exceptions if Ashland is instrumental in assisting us to secure such accounts.

The accounts were submitted to enable you to check and determine whether they would be subject to your approval or disapproval under the arrangement if sold and when sold by us. Please write us your analysis so we can advise Ashland. There is not much point in issuing G-1209's

unless such accounts are being sold. On all accounts we are selling under the arrangement it is important that Districts issue initial G-1209's according to instructions, which should be forwarded to Ashland Oil & Refining Company, Inc., attention J E Stone, Ashland, Ky.

General Sales Information

Ashland is one of the largest independent oil companies and under aggressive, capable management is growing rapidly.

Ashland is a very important Goodyear customer for resale in territory operated by the company, which is segregated from franchise jobber territory covered by the Sales Commission arrangement.

Oil Companies taken over by Ashland lately are—

Allied Oil Company	Cleveland
Aetna Oil Company	Louisville
Virgie Oil Company	Virgie, Ky
Freedom Oil Company	Rochester, Pa
Frontier Oil Company	Buffalo

2036 Purchase for Resale

Billing by Goodyear Districts at Petroleum Jobber prices. (100% Wholesale)

Own Consumption

Ashland will issue purchase orders for Own Consumption and in some cases for delivery to their subsidiary accounts. Billing should be at "A" dealer prices. (Operating Instructions to cover)

Total net purchases by Ashland and subsidiaries from all Districts will be combined for bonus purposes.

Sales Report

Ashland purchases and sales by Goodyear to Ashland Commission (Jobber) accounts will be shown on Reference 36 reports.

Summarizing

- (A) Let us have your comments regarding accounts submitted to you.
- (B) See that G-1209's are issued for all accounts being sold under the arrangement, with proper effective dates, submit these to Ashland, Ky., etc. according to instructions.
- (C) Ask your organization to get acquainted with the local Ashland representative to work with and assist in furthering the plan.

If you have any questions, or we can help, please write us.

Manager—Petroleum Sales Dept

S A Gaylord
lfm

Same letter sent to following:

Birmingham District

Atlanta

Cleveland

Columbus

Harrisburg

Indianapolis

Pittsburgh

St Louis

With copy to Buffalo District

2608

Commission Exhibit No. 79P.

2037

COMMISSION EXHIBIT NO. 79P.

Special Account Instructions

Ashland Oil & Refining Company Inc

Ashland, Kentucky Sales Commission

1-3-50
Sales Commission Plan

The Ashland Oil and Refining Company Inc., will be paid a sales commission on net sales by authorized supply points of certain Goodyear products to Ashland Petroleum jobbers (hereinafter referred to as Ashland Accounts) as recommended by Ashland and approved by Goodyear District Manager.

All sales under this plan are sales by an authorized supply point to the Independent Ashland Account. Billing issued to Ashland Oil and Refining Co Inc covering purchases either for "Own Consumption" purposes or by Ashland Company-operated stations are not subject to sales commission.

Payment of commission will be made to Ashland by Akron and will be based on sales reported to Akron by District Offices on monthly G-1204 reports.

Establishment of Authorized Supply Points

District Manager will determine supply point for each Ashland Account approved.

Goodyear Districts, Field and Factory Warehouses, and Goodyear Service Stores may serve as authorized supply points for these accounts. See Page 1-A for products each class of supply point may deliver.

The supply point will make delivery of the merchandise, issue billing and carry the Accounts of the Ashland Accounts they serve.

Master Record G-1209

Ashland Oil & Refining Company Inc will prepare G-1209 on each Ashland account which is to participate under the plan. All copies of the form should be approved and forwarded by Ashland to the Goodyear District Manager for approval and completion.

The G-1209 must be filled in completely as provided on the form.

After G-1209 is completed and approved by both Ashland and Goodyear District Manager.

District Office will distribute copies as follows—

Original (white)—District Office File

Duplicate (Canary)—Ashland Division Office

Triplicate (pink)—Goodyear Field Representative

Quadruplicate (blue)—Supply Point where a Goodyear Store (other supply points handled by list—see below)

Districts will prepare initial 1209 file from list of accounts attached. This is a starting point and 1209's for supplementary accounts will be initiated by Ashland.

If more than one Store will act as a supply point, the additional Store (stores other than the regular supply point) should be notified of the approved Ashland account by letter.

Credit Policy

All Ashland Accounts participating under this plan will establish credit with the Goodyear District or Store which has been designated to serve them. Purchases may, of course, be made on a cash or COD basis also. District or store must maintain separate Accounts receivable ledger page on each COD or cash account.

2610

Commission Exhibit No. 79Q.

2038

COMMISSION EXHIBIT NO. 79Q.

Special Account Instructions

**Ashland Oil & Refining Company Inc
Ashland, Ky**

Sales Commission

Sales Commission Plan

Price Policy

Approved Ashland Accounts under this plan will purchase their requirements on the same basis as any independent dealer at the prices and discounts for which they can qualify in accordance with our regular sales program for tires, tubes, batteries, C&H Mdse, etc.

Products Eligible Under Sales

Sales of the following listed products to approved Ashland accounts are to be reported on the G-1204 reports when delivery is taken from authorized supply point as indicated below:

(A) When delivery is taken from and/or billing issued by District

All Goodyear Tires and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables.

Resolute Batteries

Goodyear produced Recaps & Repairs

All Dill and Schrader Valve Merchandise

Sea-Bee Outboard Motors

Goodyear Repair Materials as follows — Small and Bicycle Tube Repair Kits, Quart size Steptread Cement, Emergency Self-Sealing Patches, Small

Containers Cold Patch Cement, Gasket Compound, Bicycle Rim Cement, Shaler M-50 Repair Kits and Motorists Vulc-Patch Kits.

(B) When delivery is taken from and billing issued by Goodyear Stores

All Goodyear Tires and Tubes (Except Airplane) including Seconds.

Goodyear Automotive and Farmlight Batteries and Battery cables.

Resolute Batteries.

Goodyear Produced Recaps & Repairs.

(C) When delivery is taken from a Field or Factory Field Warehouse

Goodyear Car and Home Merchandise.

Goodyear Brake Lining, Rivets and Wheel Weights.

Goodyear Repair Materials—The same and only those items listed above under (A).

Includes merchandise shipped direct to dealer by manufacturer.

Products Not Eligible Under Sales Commission Plan

Billing covering products listed hereunder, regardless of delivery point is not subject to commission and is not to be recorded by Stores nor included in G 1204 volume on which commission is to be paid. Adjustment billing of any of the eligible products listed above. All products not listed above as eligible products including but not limited to General Electric, Hotpoint, Admiral and Coleman Major Appliances

General Electric Radios.

Admiral Radios

Motorola Radios, Aerials and Accessories

Motorola Car Heaters

Anti Freeze

Tire Chains unless delivered by Field Warehouse

2612

Commission Exhibit No. 79R.

All types of Equipment—Battery Chargers, Display,
Service Station, etc.
Advertising and Sales Promotion items.

2039

COMMISSION EXHIBIT NO. 79R.

Special Account Instructions
Ashland Oil and Refining Company, Inc
Ashland, Ky

Sales Commission Plan

Goodyear Store Supply Points

District Manager will provide stores that are to function as supply point with G-1209 of specified Ashland Accounts for whom the store is the designated supply point. As any changes occur in the G-1209, District Manager will notify store of change by copy of G-1209. Upon receipt, Stores must immediately revise their records.

It is suggested that stores file the visible G-1209 form in their stock ledger binder for ready reference. Stores receiving lists of accounts from their District Manager should order supplies of blank G-1209 forms with which to establish their visible system.

Important—An Accounts Receivable ledger page (G-953) must be set up for each approved Ashland Associate Dealer even though the account may be C.O.D. or on a cash basis. All sales to these accounts must be posted to the ledger and those sales eligible for commission (See National Account Instructions page 1A) should be coded so that after closing the account receivable each month the following report should be submitted to your District Office before end of month. Form G-1207 is available for this report.

Account Name	New Tires and Tubes	Recaps	Batteries Except Resolute	Resolute Batteries
--------------	------------------------	--------	------------------------------	-----------------------

(Signed)

Store Manager

Akron will pay all commission to Ashland in connection with this plan. All Ashland Oil Co accounts nominated to operate under this program are franchise Petroleum jobbers.

(A) Approved Petroleum Jobber or Petroleum Distributor
All Merchandise 7½%
Identified on G-1204 and G-1209 as Oil Company
Franchise Jobber or Distributor.

2040 COMMISSION EXHIBIT NO. 79S TO V.

Ashland Jobbers

Account and Address

A E Poston—Norton, Virginia

C W Cone, dba Cone Oil Co—802 Fourteenth Ave N,
Nashville, Tenn

**B C Clouse, dba Petroleum Transport Co—1612 Church
St, Nashville, Tenn**

Cincinnati District

American Refined Oil Co—204 Fincastle Bldg, Louisville 2, Ky

Barnes Bradley—133 N Fifth St, Louisville, Ky

Central Petroleum Co—Richmond, Ky

Champion Service Company—990 S Erie Blvd, Hamilton, Ohio

Cincinnati Oil Works Co—535 Egglestone Ave, Cincinnati, Ohio

Community Oil Company—West Union, Ohio

Edgewood Service Station—4 Edgewood Ave, Hamilton, Ohio

Equity Feed & Oil Co—Sardinia, Ohio

Feek Oil Company—1600 Dana Ave, Cincinnati, Ohio

Hargo Oil Company—1601 N Main St, New Albany, Ind

Hoosier State Service Station—1160 Starks Bldg, Louisville, Ky

Leonard Henderson, dba Henderson Fuel Oil Company—1705 Woodlawn Ave, Middleton, Ohio

Imperial Petroleum Co.—330 Hampton Court, Lexington, Ky

Independent Oil Service Inc—1001 W Jefferson St, Louisville, Ky

Kennady Motor Co—Box 231, Hodgenville, Ky

Kentucky Consumers Oil Co Inc—400 N 37th St, Louisville, Ky

L C Martin, dba Martin Super Service—Third & Limestone, Maysville, Ky

McLean Oil Company—Glenway & Woodlawn, Cincinnati, Ohio

Perrin Oil Company—RR #2, Scottsburg, Indiana

F E Schuerman Company—3364 Southside Ave, Cincinnati, Ohio

Tank Service Station—Beattyville, Ky
Taylor Tire Co—Lexington, Ky
Tresler Oil Co—4015 River Road, Cincinnati, Ohio
Twin Cities Dist Co Inc—105 E 4th St, Covington, Ky
United Sales & Equipment Co—12th and Broadway,
Louisville, Ky
Wholesale Petroleum Co—N & W R R & Wooster,
Cincinnati, O

Cleveland District

Billings Garage—Clyde, Ohio
R E Brinker, dba Brinker's Economy Service Station
—Sandusky, Ohio
Campbell Oil Company—Euclid Ave, Cleveland, O
L C Carran, Jr—20501 Euclid Ave, Cleveland, O
W B Chapman & Company—Medina, Ohio
The Freeman Company, Inc—1152 E Broadway Box 67
Sta A, Toledo, O
Hill's Fair Price Station—339 Columbus Ave, Fostoria, Ohio
Kennedy Oil Company—Cleveland, Ohio
Patrick McGurk—3579 Fulton Road, Cleveland, O
New Deal Oil Company—1441 W Tascaras Ave, Canton, O
Pennsylvania Gas & Oil Company of Youngstown &
New Phila—512 Fourth St, New Philadelphia, O
Red Head Oil Company—Wooster Division, Wooster,
Ohio
Red Head Oil Company (W. Va.)—Wooster, Ohio
Schmidt & Radar Oil Company—198 E Fourth St,
Mansfield, Ohio
Spencer Gas & Oil (C R Aldrich dba)—Spencer, Ohio

2041 Columbus District

Aller Oil Company—Findlay, Ohio
Atta-Boy Oil Company, Inc—3643 Xenia Pike, Dayton,
Ohio

Big Sandy Petroleum Company—Paintsville, Kentucky
Irvin Arrowood, dba Big Sandy Petroleum Company
—Paintsville, Kentucky

Bonded Oil Company—501 West High St, Springfield, O

Community Oil & Gas Co—Dunkirk, Ohio

Crawford Transport Company—1804 N Second St,
Ironton, Ohio

Diederich, John—Coal Grove, Ohio

Direct Oil Sales—Box 1766, Huntington, W Va

Dupont Service Company—Dupont, Ohio

Gampp, George—Sciotoville, Ohio

Greenwade, William—Prestonsburg, Kentucky

Jake Householder—P O Box 270, Big Chimney, W Va

Hygold Oil Co, Atten: C M Baker—256 Rhoads Ave,
Columbus, Ohio

Jackson Motor Co—Jackson, Ohio

Jeffersonville Auto Co—Jeffersonville, Ohio

W W Williams, Jeffersonville Auto Co—Jeffersonville,
Ohio

Lanning Auto Supply Co—244 West Main St, Lancaster, Ohio

Lecky Brothers, dba Fair Price Station—306 North
Limestone, Springfield, Ohio

Little Sandy Gas & Oil—Greenup, Kentucky

Mack's Service Station—Second & Railroad, Ironton,
Ohio

Mays Oil & Supply Company—Dayton, Ohio

Mr V F Means, dba Means Oil Co—Rushsylvania, Ohio

Nagel, K N—Sciotoville, Ohio

Niday Oil Co—Gallipolis, Ohio

Oak Hill Garage—Oak Hill, Ohio

Olentangy Oil Co—744 W Fifth Ave, Columbus, Ohio

H H O'Neal, dba O'Neal Oil Company—Oak Hill, West
Virginia

Pop & Cliffs Truck Stop—Wheelersburg, O
Raile & Morrison—Greenville, Ohio
Red Cap Service—2418 Gallia St, Portsmouth, Ohio
Reese, C M—McArthur, Ohio
Richardson Oil Company—36th & Winchester, Ashland, Ky
Rish, Herbert—302 S Detroit, Kenton, Ohio
Safft-Serve Oil Co—909 Pike St, Goal Grove, Ohio
J O Monroe, Scioto Bonded Oil Co—5347 Gallia St, Sciotoville, Ohio
Henry Stanley Service Station—Ironton, Ohio
Stark Oil Sales—Huntington, West Va
Stout Oil Company—Stoutsville, Ohio
Bill Thomas Service Station—414 N Second St, Ironton, Ohio
Trick, S C—905 Sweitzer St, Greenville, Ohio
Mrs Margaret Trick, S C Trick Co—905 Sweitzer St, Greenville, Ohio
Unrue Oil Company—Ironton, Ohio
Piqua Milling Company—113 North Main St, Piqua, Ohio
Power Oil Company—1163 W Broad St, Columbus, Ohio
E R Wallace Oil Co—Gallipolis, Ohio
Wholesale Gasoline Corp—294 W Gay Street, Columbus, Ohio
Wood, Newell—Jackson, Ohio
Wurts Bros, Inc—Ashland, Kentucky

2042 Harrisburg District

Pennsylvania Farm Bureau Coop Assoc—P O Box 23, Harrisburg, Pa

Indianapolis District

Morris Bright Oil Company—13th & L Streets, Bedford, Indiana

C & C Oil Company, Inc—44 East Washington St,
Huntington, Ind

Colonial Oil Co of Indiana, Inc—1402 S Clinton St,
Ft Wayne, Ind

A A Curry & Company, Inc—600 E Votaw St, Port-
land, Ind

Guarantee Oil & Coal Co—136 S State Ave, Indian-
apolis, Ind

Hoosier Petroleum Co—2037 E Washington St, Indian-
apolis, Ind

Hudson Oil Co—2037 E Washington St, Indianapolis,
Ind

Kantnok Gasoline Co—14 S Tenth St, Richmond, Ind

Kocolene Co, Inc—P O Box 125, Seymour, Ind.

Muff Grain & Coal Co—S 7th & L Sts, Richmond, Ind

Muff Oil Co, c/o Muff Grain & Coal Co—Richmond,
Ind

Mr J Willis Scholl, dba Scholl Oil Co—R F D #1,
Connersville, Ind

Smith Oil Co—3414 Lee Rd, Ft Wayne, Ind

Surety Gas & Oil System Inc—915 Daly St, Indian-
apolis, Ind

Triangle Oil Co—1150 Fairfield Ave, Indianapolis, Ind

Pittsburgh District

Alto Penn Oil Company—Box 206, Duncansville, Pa

Baehr Brothers—Walnut St & Penn Ave., McKeesport,
Pa

W B Barclay & Son—540 High Street, Monongahela,
Penn

The Best Oil Company—2929 Saw Mill Run Blvd.,
Pittsburgh 27, Pa

Brilliant Oil Company—Brilliant, Ohio

Consumers Oil Company—1016 Constance St, Pitts-
burgh, Pa

Ben Davis—Box 586, Imperial, Pa

Davis, Warren A—104 Randolph Ave, Elkins, W Va

Dawson, Theodore A—1501 Jerome Blvd, McKeesport,
Pa

Dempe, John P—503 E Lincoln Ave, McDonald, Pa

DiBernardo, Dominic—Route 80, Universal, Pa

Duquesne Gasoline & Supply Co, Inc—6428 Hamilton
Ave, Pittsburgh 6, Pa

Ellis Bros Oil Company—1441 South Ave, Youngs-
town, Ohio

Fenton, C R—RFD #1 Mt Pleasant, Pa

R J Fournier—16 Wabash Avenue, Pittsburgh, Pa

Flowers Independent Oil Co—Waynesburg, Penn

Gravity Fill Service Stations, Inc—45 Braddock Ave-
nue, Braddock, Penn

A Lucas, Jr—622 Vermont Street, Glassport, Pa

Magee, J B—Coraopolis, Penn

Morris Fuel & Auto Accessory Co—Uniontown, Pa

Parmelee Motor Fuel—118 S First Street, Pittsburgh,
Pa

Parmelee Motor Fuel—118 South First St, Pittsburgh,
Pa

I C Patsch & Sons Company—Houston, Penn

Pitt Petroleum Products—1001 Warrington Ave, Pitts-
burgh, Pa

Pittsburgh Pen Oil Co—3200 Carson St S.S., Pitts-
burgh, Pa

Red Head Oil Co, Brilliant Division—Brilliant, Ohio

Speir, A B—McKees Rocks, Pa

2043 J L Collins, dba Tri-State Oil Co—167 Holland Ave,
Morgantown, W Va

Universal Oil Company—Bridgeville, Pa

Mr Sidney J Watts, Jr—4219 Greensburg Pike, Pitts-
21, Pa

C R Fenton—RFD #1, Mt Pleasant, Penn

Valley Service Company—542 Ferndale Avenue, Johnstown, Pa

Valley Service Company—542 Ferndale Avenue, Johnstown, Pa

St Louis

American Gasoline Company, Inc—201 E Louisiana St, Evansville, Ind

Liberty Service, Inc—936 Market St, Mt Carmel, Ill

Owensboro Oil & Grease—1600 Mosley St, Owensboro, Ky

Southern Independent Oil & Refining Co—1820 W Franklin St, Evansville, Ind

Superior Oils, Inc—112½ E Third St, Owensboro, Ky

Wayne Davis—301 W Main St, Fairfield, Ill

2044

COMMISSION EXHIBIT NO. 79W.

Goodyear Districts

Atlanta, Ga—560-566 Peachtree Street

E E Pound—District Manager

Birmingham, Ala—700 S 21st Street

J W Tulloss—District Manager

Cincinnati, O—814 Melbourne St

R W Fairchild—District Manager

Cleveland, O—13th & Chester St

H E Hoerster—District Manager

Columbus, O—309 S 4th Street

C F Stroud—District Manager

Harrisburg, Pa—728 S Cameron Street

H C Jones—District Manager

Indianapolis, Ind—1375 W 16th Street

J C Arnold—District Manager

Pittsburgh, Pa—4760 Center Street

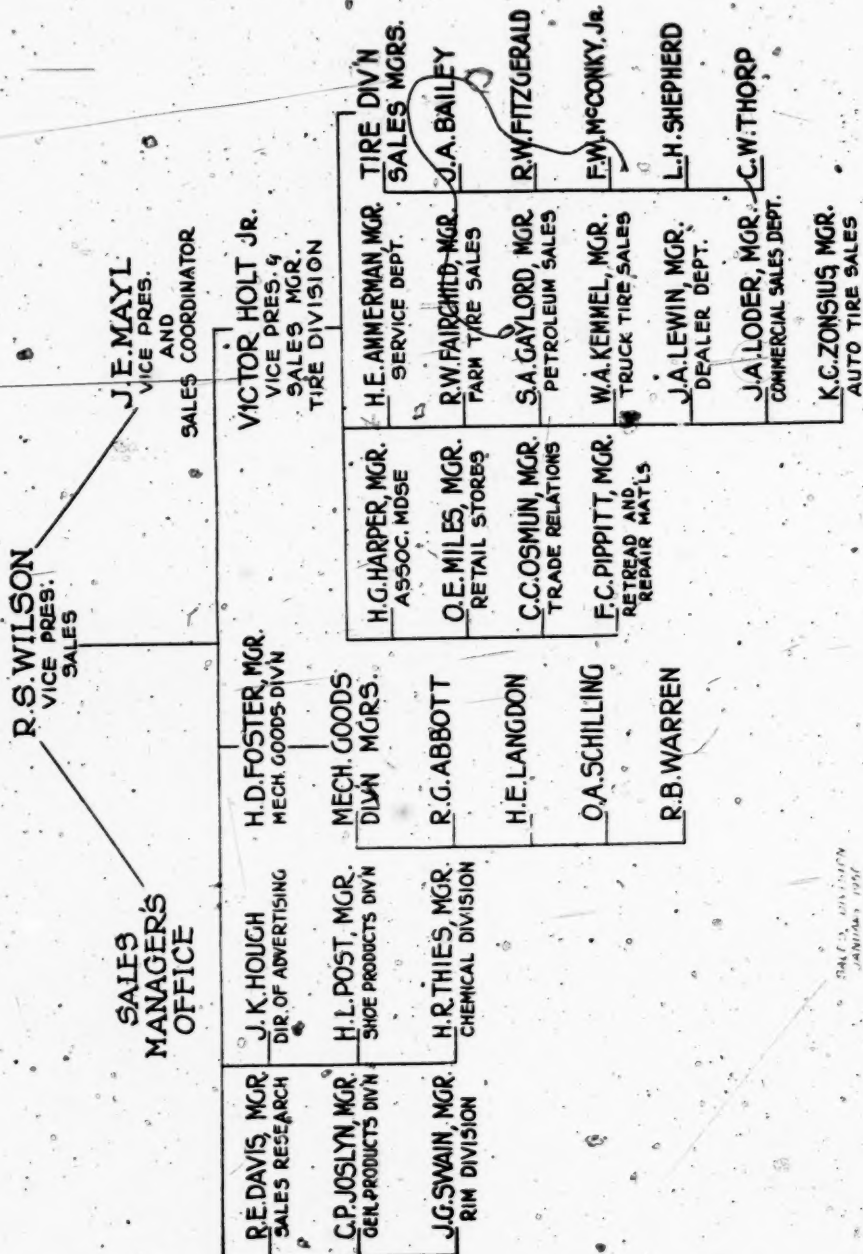
D E Randall—District Manager

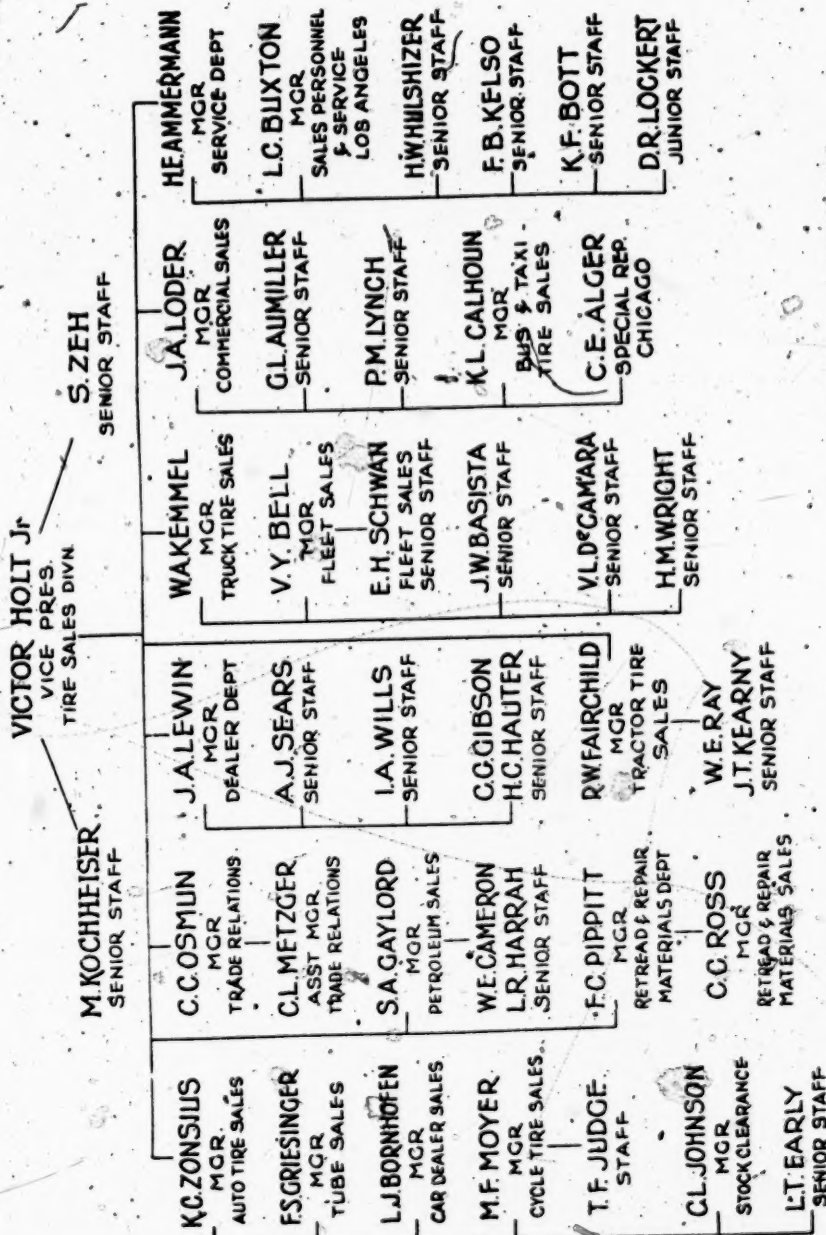
St Louis, Mo—4210 Forest Park Blvd

G W Dempsey—District Manager

Detroit, Michigan—6500 Mt. Elliott Avenue

C. C. Anderson—District Manager



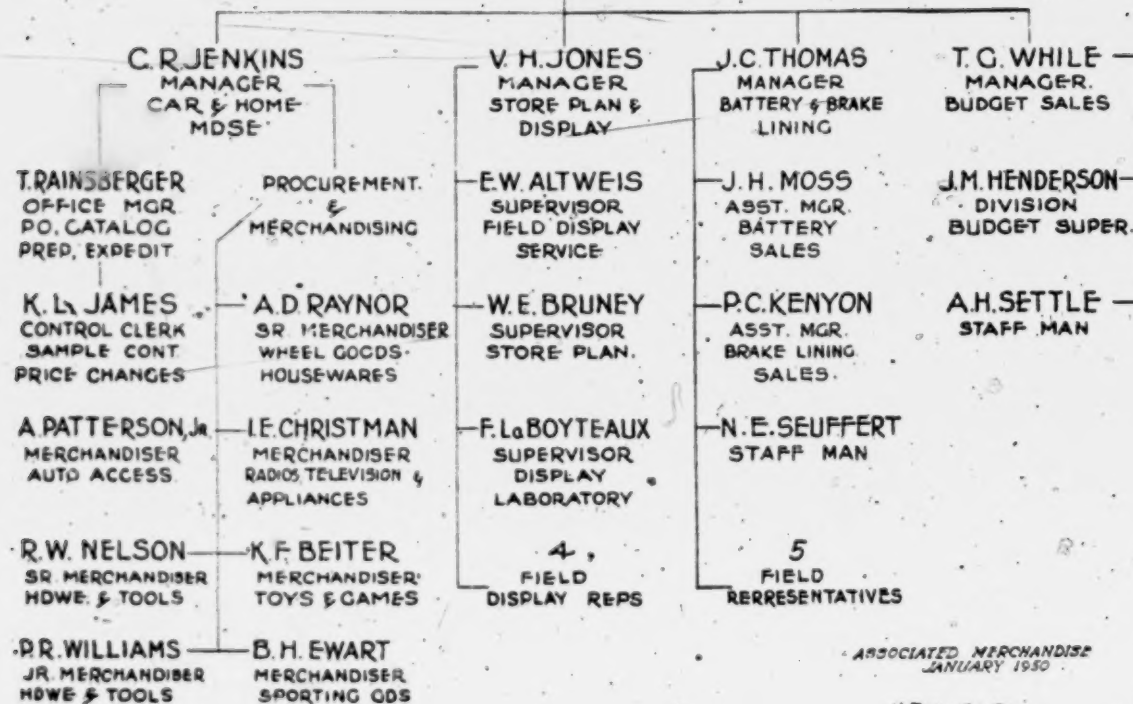


TIRE SALES DEPARTMENT JANUARY 1950

45-504

V. HOLT Jr.
VICE PRES.
TIRE SALES

H. G. HARPER
MANAGER
ASSOC. MDSE

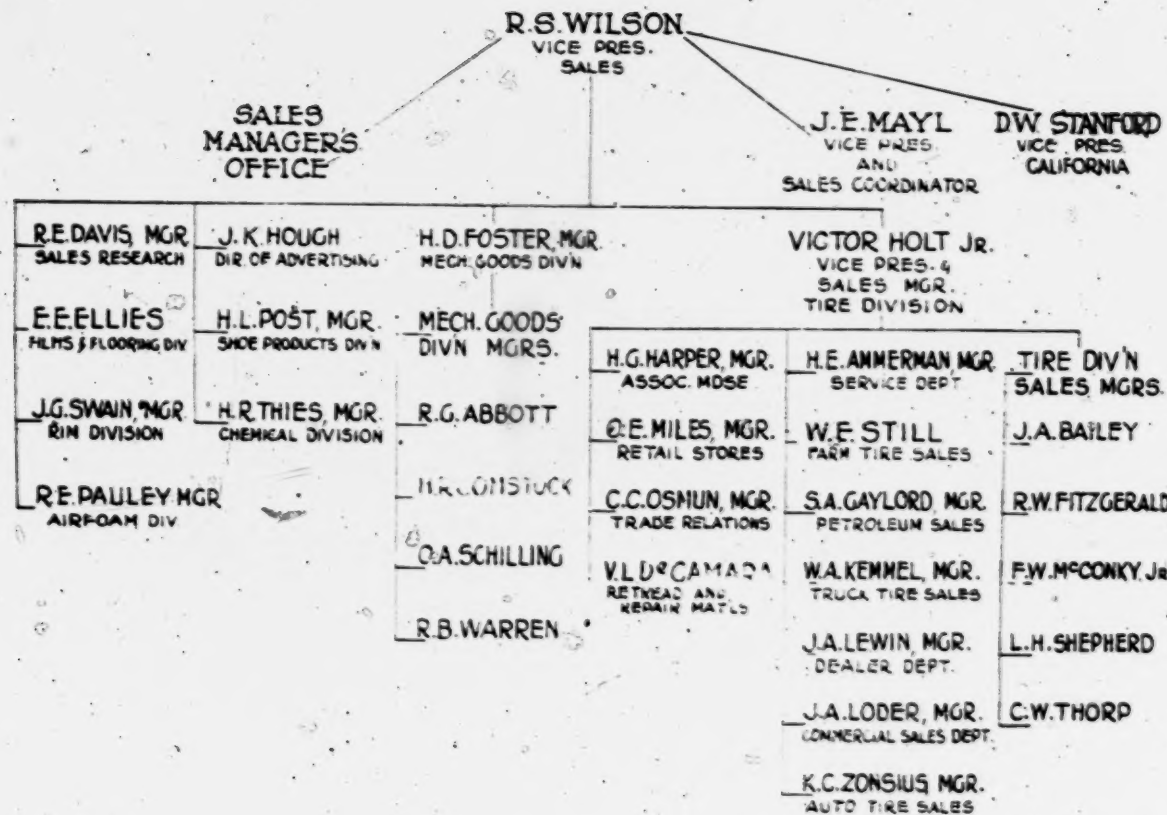


ASSOCIATED MERCHANDISE
JANUARY 1950

457-50 D

COMMISSION EXHIBIT NO. 80C. 2625

2018



VICTOR HOLT Jr.
VICE PRES
TIRE SALES DIVN

M KOCHHEISER
SENIOR STAFF

S ZEH
SENIOR STAFF

K.C. ZONSIUS
MGR
AUTO TIRE SALES

ES GRIESINGER
MGR
TUBE SALES

LJ BORNHOFEN
MGR
CAR DEALER SALES

M.F. MOYER
MGR
CYCLE TIRE SALES

T.F. JUDGE
STAFF

CL JOHNSON
MGR
STOCK CLEARANCE

F.M. JOYCE
SENIOR STAFF

C.C. COSMUN
MGR
TRADE RELATIONS

CL METZGER
ASST. MGR
TRADE RELATIONS

S.A. GAYLORD
MGR
PETROLEUM SALES

JW BASISTA
WE CAMERON
J.L. WARREN
SENIOR STAFF

VL DECAMARA
RETREAD & REPAIR
MATERIALS DEPT

C.C. ROSS
MGR
RETREAD & REPAIR
MATERIALS SALES

PH WEINERT
STAFF

G.W. SMITH
STAFF

J.A. LEWIN
MGR
DEALER DEPT

A.J. SEARS
SENIOR STAFF

I.A. WILLS
SENIOR STAFF

HT GOODENBERGER
SENIOR STAFF

WE STILL
MGR
TRACTOR TIRE
SALES

CA BETHFL
AG MORRILL
SENIOR STAFF

WAKEMMEL
MGR
TRUCK TIRE SALES

V.Y. BELL
MGR
FLEET SALES

W.W. LAMB
FLEET SALES
SENIOR STAFF

JJ BUCKLEY
SENIOR STAFF

H.M. CARUTHERS
SENIOR STAFF

H.M. WRIGHT
SENIOR STAFF

J.A. LODER
MGR
COMMERCIAL SALES

GL AUMILLER
SENIOR STAFF

PM LYNCH
SENIOR STAFF

KL CALHOUN
MGR
BUS & TAXI
TIRE SALES

C.E. ALGER
SPECIAL REP
CHICAGO

HEAMMERMAN
MGR
SERVICE DEPT

LC BUXTON
MGR
SALES PERSONNEL
& SERVICE
LOS ANGELES

H.W. HULSHIZER
SENIOR STAFF

F.B. KELSO
SENIOR STAFF

K.F. BOTT
SENIOR STAFF

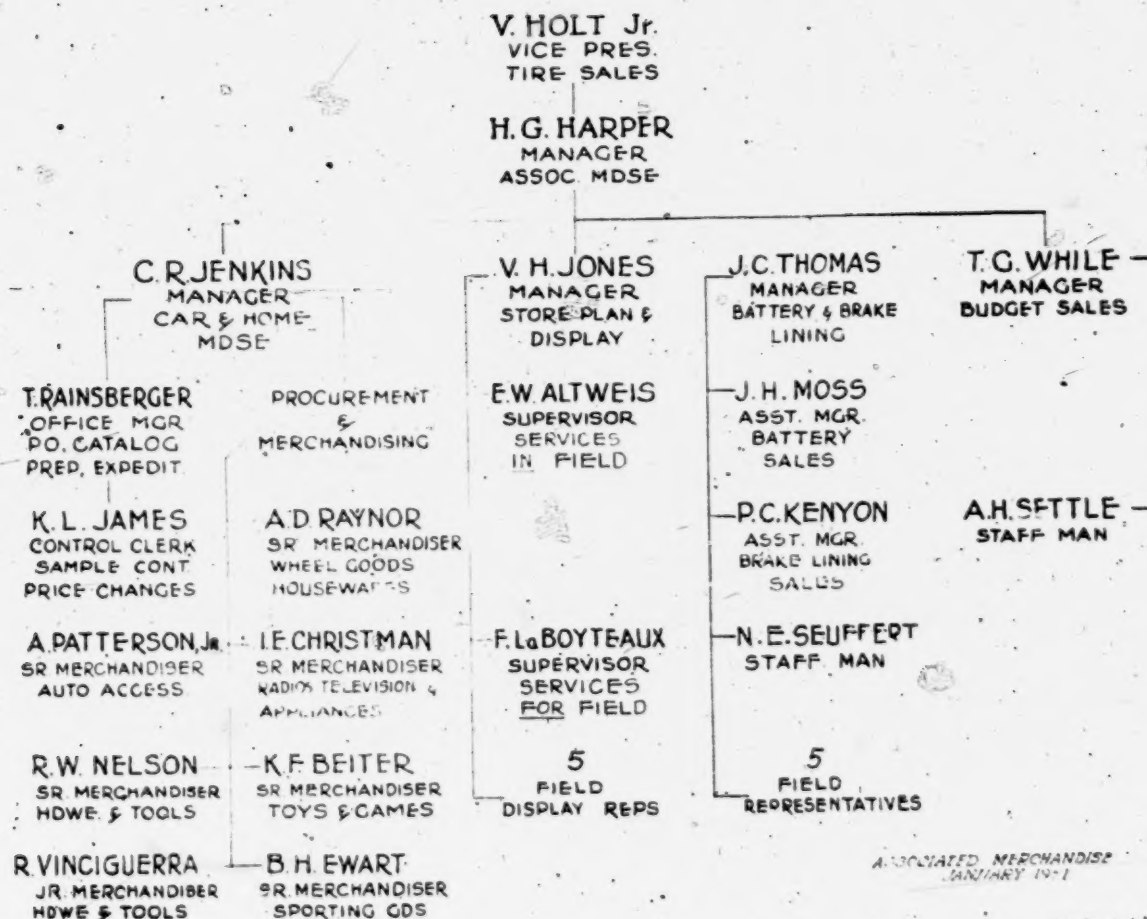
DR LOCKERT
JUNIOR STAFF

COMMISSION EXHIBIT NO. 80E

2627

2050

2673-511



ASSOCIATED MERCHANDISE
JANUARY 1951

3018-51A

COMMISSION EXHIBIT NO. 80F.

2628

2051

R.S. WILSON

VICE PRES.
SALES

SALES
MANAGERS
OFFICE

J.E. MAYL

D.W. SANFORD

VICE PRES.
CALIFORNIA

SALES REPRESENTATIVE

VICTOR HOLT JR.

VICE PRES. &
SALES MGR.
TIRE DIVISION

R.E. DAVIS, MGR.
SALES RESEARCH

K.C. ZONSIUS
DIR. OF ADVERTISING

H.D. FOSTER, MGR.
MECH. GOODS DIVN

E.E. ELLIES
FILMS & FLOORING DIV

H.L. POST, MGR.
SHOE PRODUCTS DIVN

MECH. GOODS
DIVN MGRS.

J.G. SWAIN, MGR.
RIM DIVISION

H.R. THIES, MGR.
CHEMICAL DIVISION

R.G. ABBOTT

R.E. PAULEY MGR.
AIRFOAM DIV

H.R. OMSTOCK

C.A. SCHILLING

R.B. WARREN

C.L. METZGER, MGR.
ASSOC. MUSE

C.E. MILES, MGR.
RETAIL STORES

C.C. OSMUN, MGR.
TRADE RELATIONS

V.L. DE CAMARA
RESEARCH AND
REPAIR MATERIALS

H.E. AMMERMAN, MGR.
ENGINE DEPT.

H.M. CARRUTHERS
RADIUM TIRE SALES

S.A. GAYLORD, MGR.
PETROLEUM SALES

W.A. KEMMEL, MGR.
TRUCK TIRE SALES

J.A. LEWIN, MGR.
DEALER DEPT.

J.A. LODER, MGR.
COMMERCIAL SALES DEPT.

W.E. STILL, MGR.
AUTO TIRE SALES

TIRE DIVN
SALES MGRS.

J.A. BAILEY

R.W. FITZGERALD

F.W. McCONKY, JR.

L.H. SHEPHERD

C.W. THORP

COMMISSION EXHIBIT NO. 806.

2629

2052

6447-52

VICTOR HOLT JR

VICE PRES

TIRE SALES DIVN

M.L. KOCHHEISER
SENIOR STAFF

S. ZEH
SENIOR STAFF

W.E. STILL
MGR
AUTO TIRE SALES

F.S. GRIESINGER
MGR
TUBE SALES

L.J. BORNHOFEN
MGR
CAR DEALER SALES

M.F. MOYER
MGR
CYCLE TIRE SALES

T.F. JUDGE
SENIOR STAFF

S. BRYAN
JUNIOR STAFF

E.M. JOYCE
SENIOR STAFF

C.C. OSMUN
MGR
TRADE RELATIONS

E.E. LUTWACK
ASST MGR
TRADE RELATIONS

C.L. JOHNSON
MGR
STOCK CLEARANCE

S.A. GAYLORD
MGR
PETROLEUM SALES

J.W. BASISTA
J.L. WARREN
SENIOR STAFF

J.A. LEWIN
MGR
DEALER DEPT

A.J. SEARS
I.A. WILLS
J.X. PACE

J.C. HOFMAN
SENIOR STAFF

V.L. DECAMARA
MGR
RETREAD & REPAIR
MATERIALS DEPT

C.C. ROSS
MGR
RETREAD & REPAIR
MATERIALS SALES

P.H. WEINERT
SENIOR STAFF

G.W. SMITH
STAFF

W.A. KEMMEL
MGR
TRUCK TIRE SALES

V.Y. BELL
MGR
FLEET SALES

W.L. ROBERTS
TME
SENIOR STAFF

H.M. WRIGHT
MGR
CONTRACTOR SALES

R.R. OSMUN
INDUSTRIAL TIRES

F.W. FOX
E.G. HEIDEMAN
SENIOR STAFF

J.A. LODER
MGR
COMMERCIAL SALES

K.L. CALHOUN
MGR
BUS & TAXI
TIRE SALES

C.E. ALGER
SPECIAL REP
CHICAGO

G.L. AUMILLER

D.M. LYNCH
SENIOR STAFF

H.E. AMHERMAN
MGR
SERVICE DEPT

F.B. KELSO
H.W. HULSHIZER

K.F. BOTT
E.H. CHANDLER
SENIOR STAFF

H.M. CARUTHERS
MGR
TRACTOR TIRE
SALES

A.G. MORRILL
SOIL CONSERVATION
AWARDS

W.E. FRANK JR
SENIOR STAFF

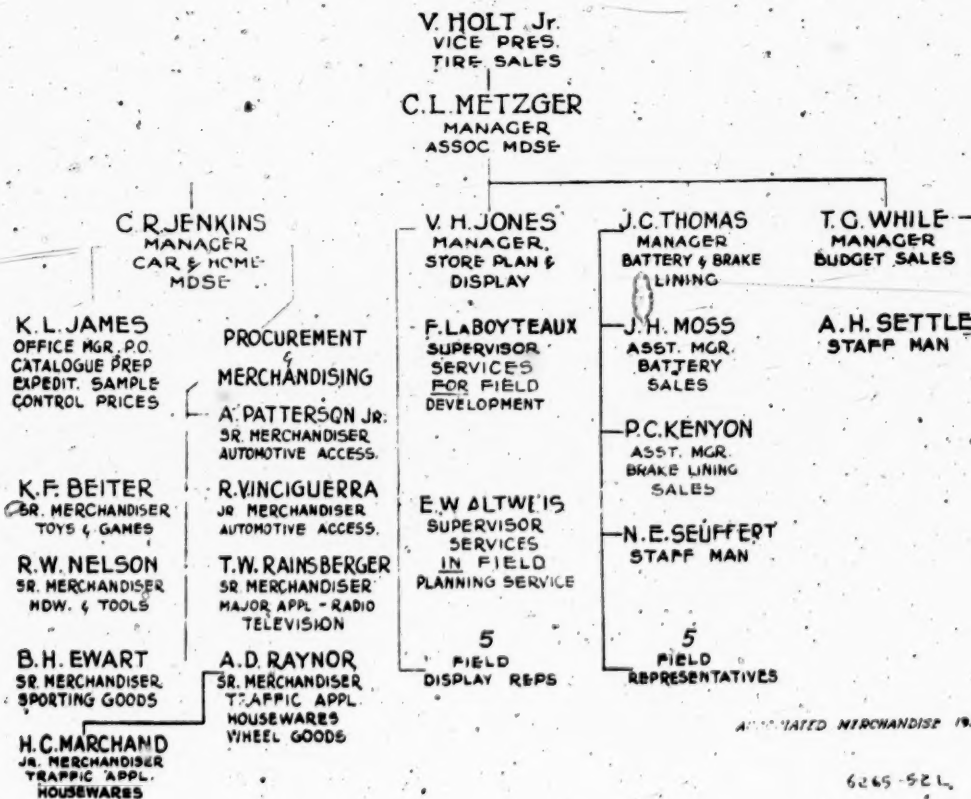
TIRE SALES DEPT
1952

6265-52 H

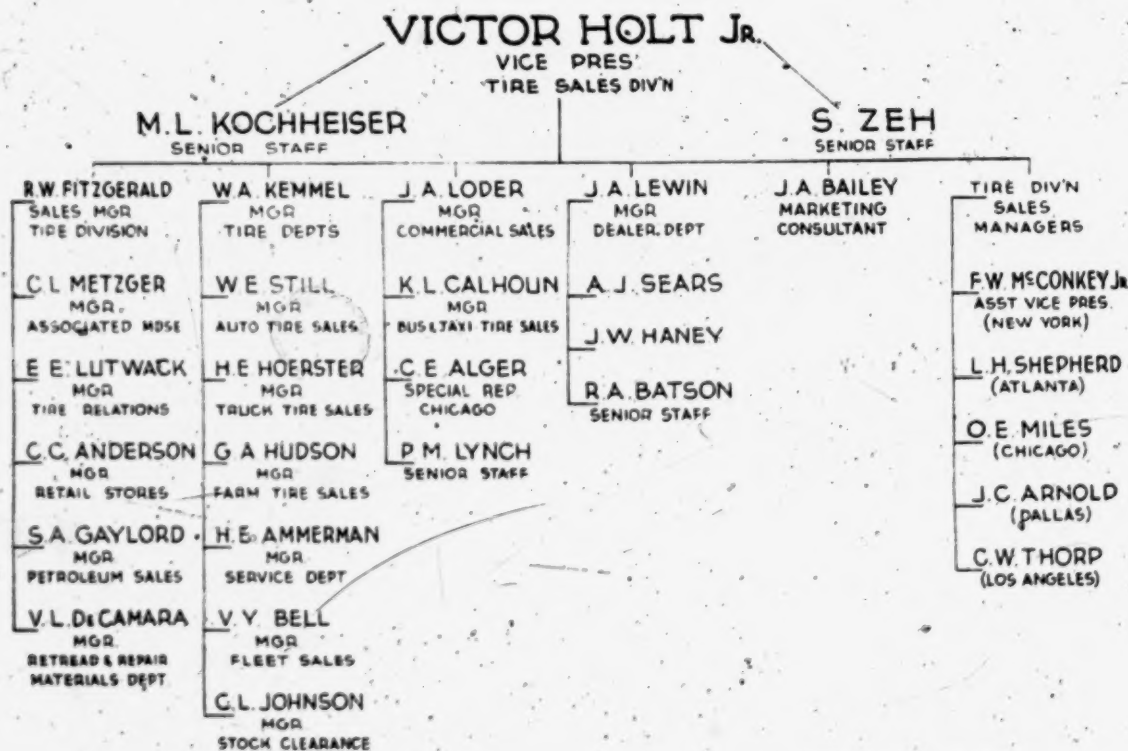
2053

COMMISSION EXHIBIT NO. 80H.

2630



COMMISSION EXHIBIT NO. 801 2631



TIRE SALES DIVISION
1953

COMMISSION EXHIBIT NO. 805

2632

2075

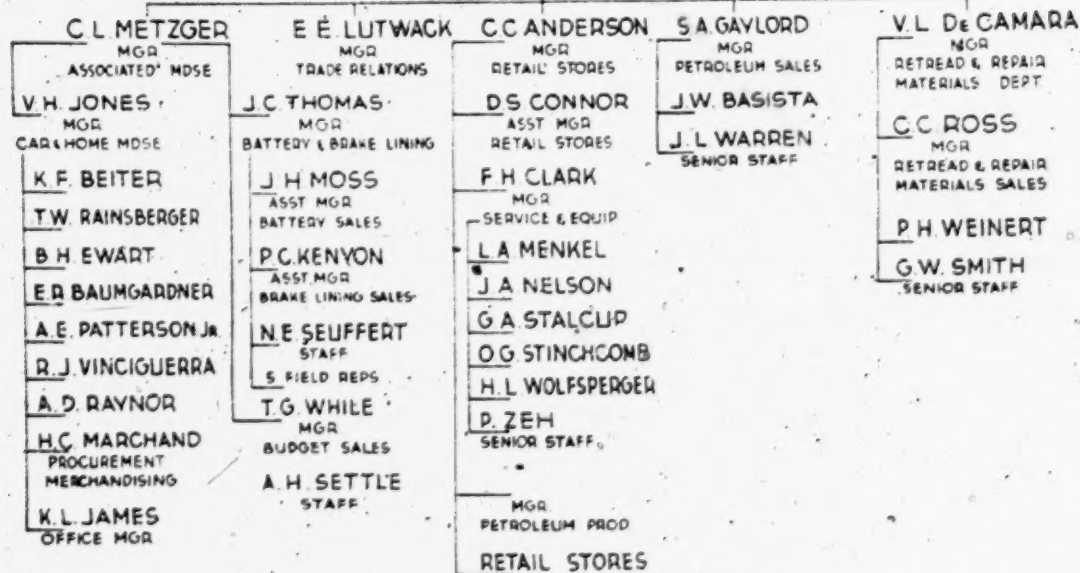
9539-530

VICTOR HOLT Jr.

VICE PRES.
TIRE SALES DIV'N

R.W. FITZGERALD

SALES MGR
TIRE DIV'N



COMMISSION EXHIBIT NO. 80K

2633

TIRE DIVISIONS 1953

9537-534

2055

VICTOR HOLT JR.

VICE PRES
TIRE SALES DIV'N

M. L. KOCHHEISER
SENIOR STAFF

S. ZEH
SENIOR STAFF

R. W. FITZGERALD
SALES MGR
TIRE DIVISION

W. A. KEMMEL
MGR
TIRE DEPTS

J. A. LODER
MGR
COMMERCIAL SALES

J. A. LEWIN
MGR
DEALER DEPT

J. A. BAILEY
MARKETING
CONSULTANT

TIRE DIV'N
SALES
MANAGERS

C. L. METZGER
MGR
ASSOCIATED MDSE

W. E. STILL
MGR
AUTO, TIRE SALES

K. L. CALHOUN
MGR
BUS & TAXI TIRE SALES

A. J. SEARS

F. W. McCONKY JR.
ASST VICE PRES
(NEW YORK)

E. E. LUTWACK
MGR
TRADE RELATIONS

H. E. HOERSTER
MGR
TRUCK TIRE SALES

C. E. ALGER
SPECIAL REP
CHICAGO

J. W. HANEY

L. H. SHEPHERD
(ATLANTA)

C. C. ANDERSON
MGR
RETAIL STORES

G. A. HUDSON
MGR
FARM TIRE SALES

P. M. LYNCH
SENIOR STAFF

R. R. OSMUN
SENIOR STAFF

O. E. MILES
(CHICAGO)

S. A. GAYLORD
MGR
PETROLEUM SALES

H. E. AMMERMAN
MGR
SERVICE DEPT

J. C. ARNOLD
(DALLAS)

C. W. THORP
(LOS ANGELES)

V. Y. BELL
MGR
FLEET SALES

C. L. JOHNSON
MGR
STOCK CLEARANCE

L. W. MOORE
MGR
SERV SALES & EQUIP DIV'N

TIRE SALES DIVISION
1954

COMMISSION EXHIBIT NO. 80L

2634

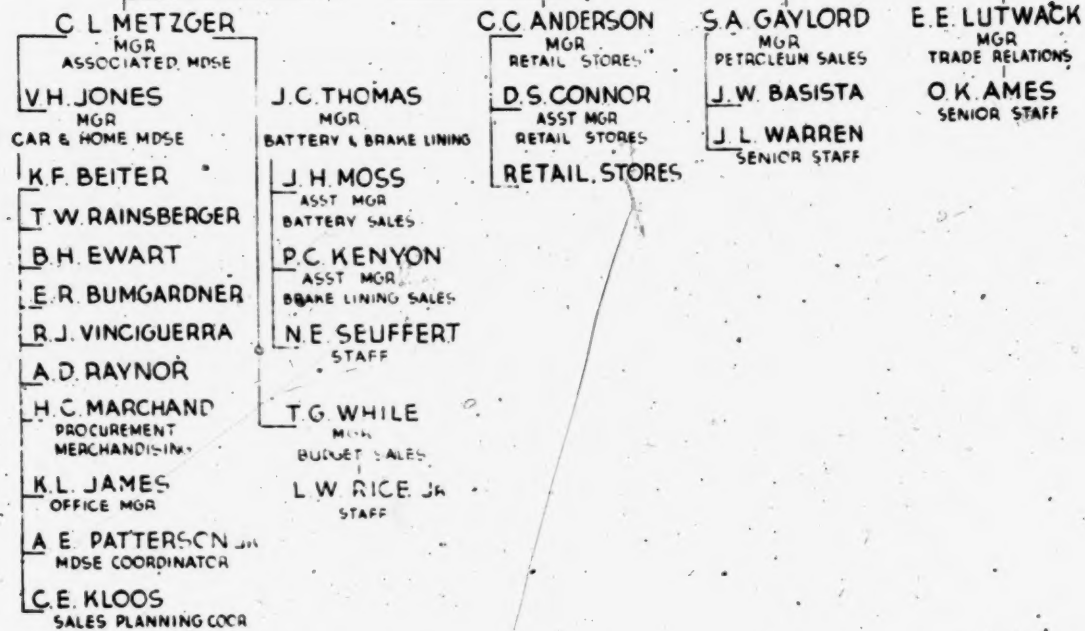
2057

VICTOR HOLT JR.

VICE PRES.
TIRE SALES DIVN.

R.W. FITZGERALD

SALES MGR
TIRE DIVN.



COMMISSION EXHIBIT NO. 80M. 2635

2059

VICTOR HOLT Jr.
VICE PRES.
TIRE SALES DIV'N

R.W. FITZGERALD
SALES MGR
TIRE DIVISION

C.L. METZGER
MGR
ASSOCIATED MGRS

O.K. AMES
MGR
TRADE RELATIONS

J.A. LODGER
MGR
COMMERCIAL SALES

S.A. GAYLORD
MGR
PETROLEUM SALES

W.A. KEMMEL
MGR
TIRE SALES

W.E. STILL
MGR
AUTOTIRE SALES

G.A. HUDSON
MGR
TRUCK, BUS, SALES

J.R. JOLLEY
MGR
FARM TIRE SALES

H.E. AMMERMAN
MGR
SERVICE DEPT.

C.L. JOHNSON
MGR
STOCK CLEARANCE

L.W. MOORE
MGR
SERVICE SALES & EQUIP DIVN

O.E. MILES
GENL MGR
RETAIL STORE

D.S. CONNOR
OPERATIONS MGR
RETAIL STORE

MENT HANDED MGR

L.E. GERVAIS
ASST MGR
MGR

G.P. WHITE
MGR
SERVICE SALES

V.H. JONES
MGR
PLANNING & ADVTO

R.F. HANNER
SPECIAL REPR

J.A. LEWIN
MGR
DEALER DEPT

A.O. SEARS

J.W. HANEY

R.R. OSMUN
SENIOR STATE

TIRE DIVN
SALES MGRS

F.W. McCONKY, Jr.
ASST VICE PRES.
NEW YORK

L.H. SHEPHERD
ATLANTA

L.W.C. DYE
CHICAGO

J.C. ARNOLD
DALLAS

C.W. THORP
LOS ANGELES

J.G. HUNTER
OPER. MGR

COMMISSION EXHIBIT NO. 80N

2636

2059

SALES DIVISION - 1945
(TAMSON)

VICTOR HOLT JR
VICE PRES.
TIRE SALES DIV'N

R.W. FITZGERALD
SALES MGR.
TIRE DIV'N

C.L. METZGER
MGR.
ASSOCIATED MDSE.

A.E. PATTERSON, JR.
MGR.
CAR & HOME MDSE

K.F. BEITER

T.W. RAINSBERGER

B.H. EWART

E.R. BAUMGARDNER

R.J. VINCIGUERRA

A.D. RAYNOR

J. VARGO

W.G. DUCKWORTH
PROCUREMENT
MERCHANDISING

K.L. JAMES
OFFICE MGR.

C.E. KLOOS
SALES PLANNING COOR.

J.C. THOMAS
MGR.
BATTERY & BRAKE LINING

J.H. MOSS
ASST MGR.
BATTERY SALES

P.C. KENYON
ASST MGR.
BRAKE LINING SALES

N.E. SEUFFERT
STAFF

T.G. WHILE
MGR.
BUDGET SALES

L.W. RICE, JR
STAFF

J.A. LODER
MGR.
COMMERCIAL SALES

K.L. CALHOUN
BUS & TAXI TIRE SALES

C.E. ALGER
FLEET SALES

J.D. PORTER
NAT ACCT SALES

C.C. ROSS
FLEET SALES

G.G. HANCOCK
COMMERCIAL SALES

D.W. HARRIS
T.M.E. SALES

H.M. WRIGHT
MGR CONTRACTORS SALES

P.M. LYNCH
SENIOR STAFF

G.W. SMITH
SENIOR STAFF

S.A. GAYLORD
MGR.
PETROLEUM SALES

J.W. BASISTA

J.L. WARREN
SENIOR STAFF

O.K. AMES
MGR.
TRADE RELATIONS

S. ZEH
SENIOR STAFF

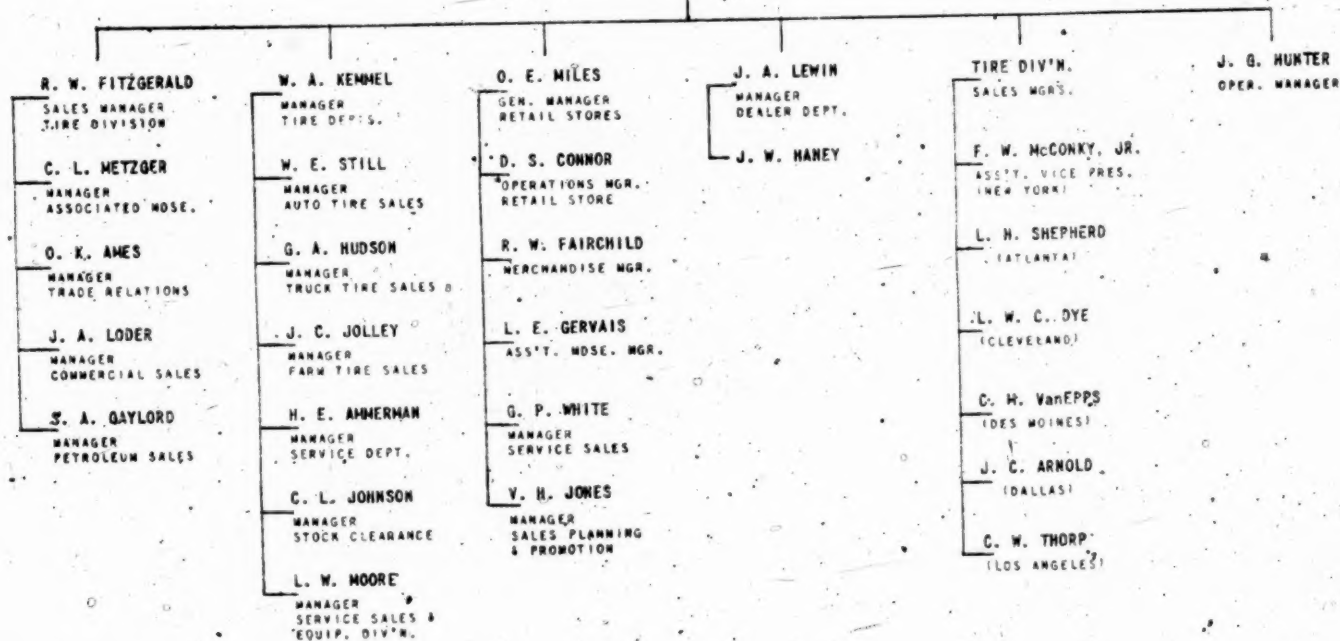
TIRE DIVISION 1955

COMMISSION EXHIBIT NO. 800.

2637

2070

VICTOR HOLT JR.
VICE PRESIDENT
TIRE SALES DIV'N



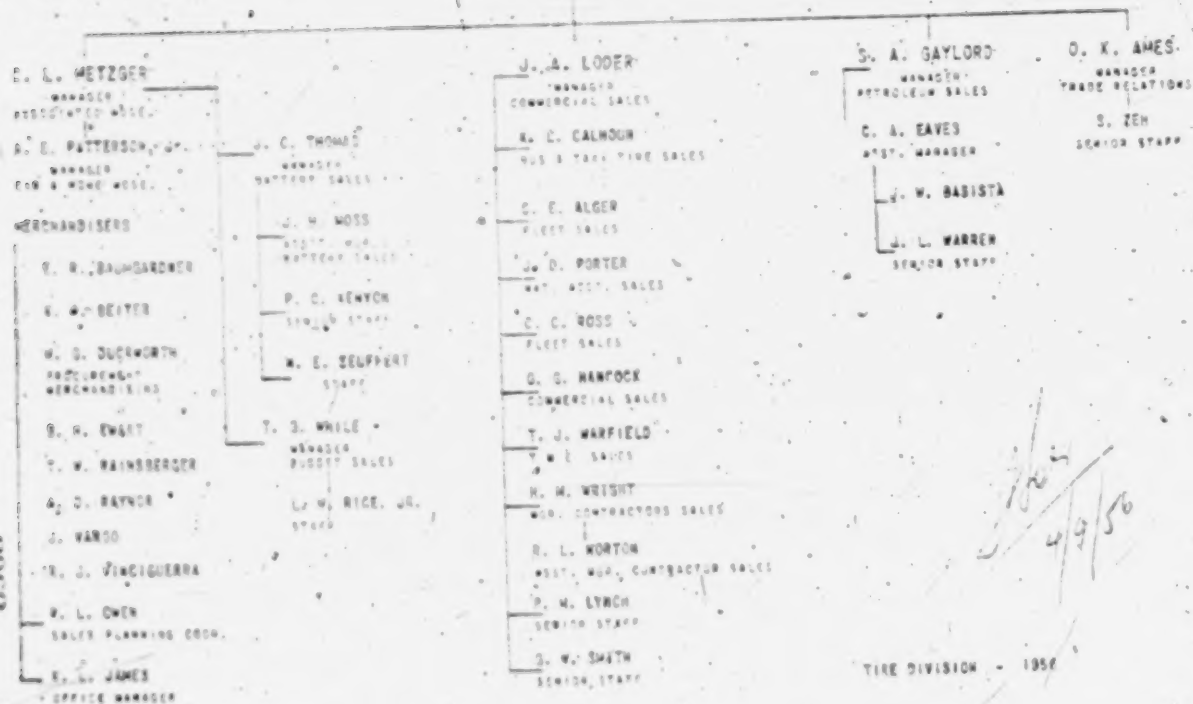
COMMISSION EXHIBIT NO. 80P

2633

TIRE SALES DIVISION - 1956
(AKRON)

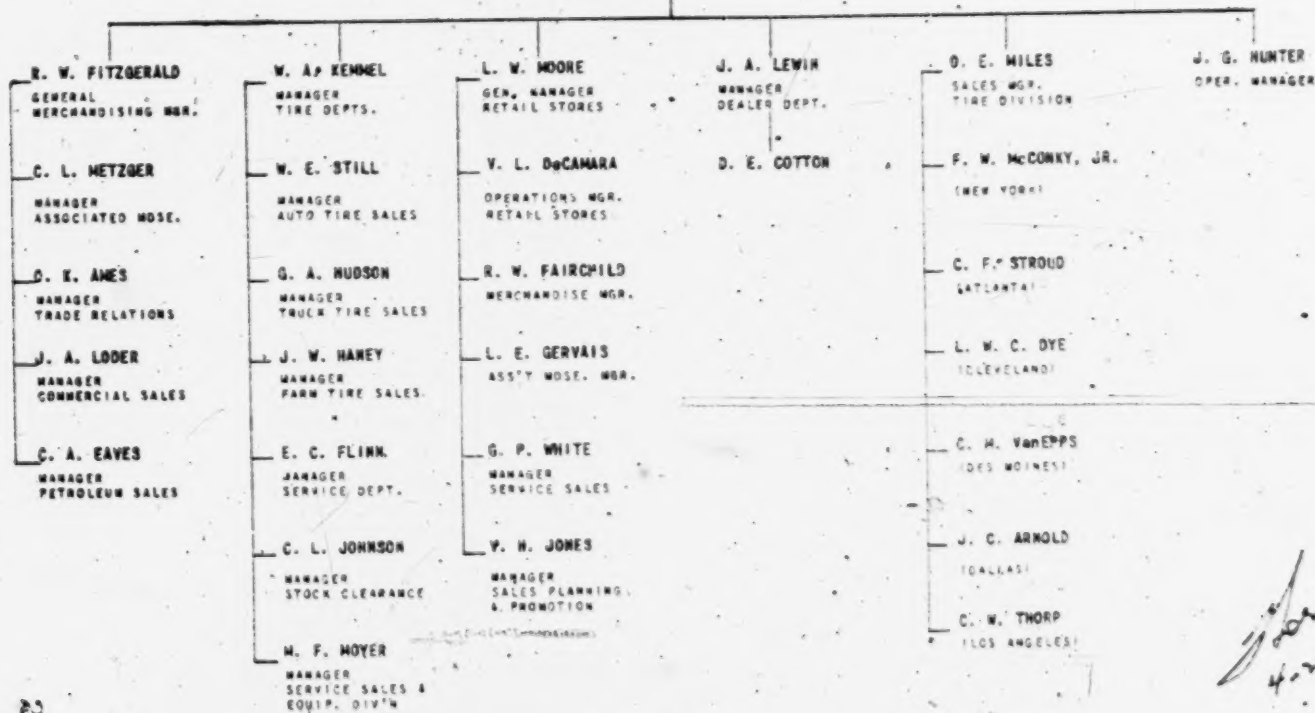
2061
10/1/56
10/1/56

R.W. FITZGERALD
SALES MANAGER
TIRE DIV'N



COMMISSION EXHIBIT NO. 809. 26339

VICTOR HOLT, JR.
VICE PRESIDENT
TIRE SALES DIV'N



COMMISSION EXHIBIT NO. 808

2640

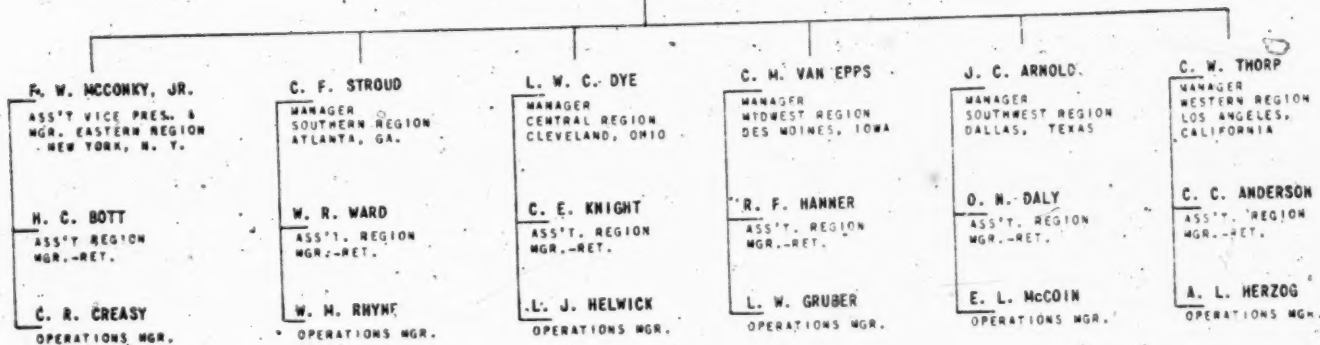
TIRE SALES DIVISION - 1957
(ANNON)

2052

Handwritten:
4-22-57

VICTOR HOLT, JR
VICE PRESIDENT

O. E. MILES
SALES MANAGER



COMMISSION EXHIBIT NO. 805.

2641

TIRE SALES DIVISION - 1957
(FIELD)

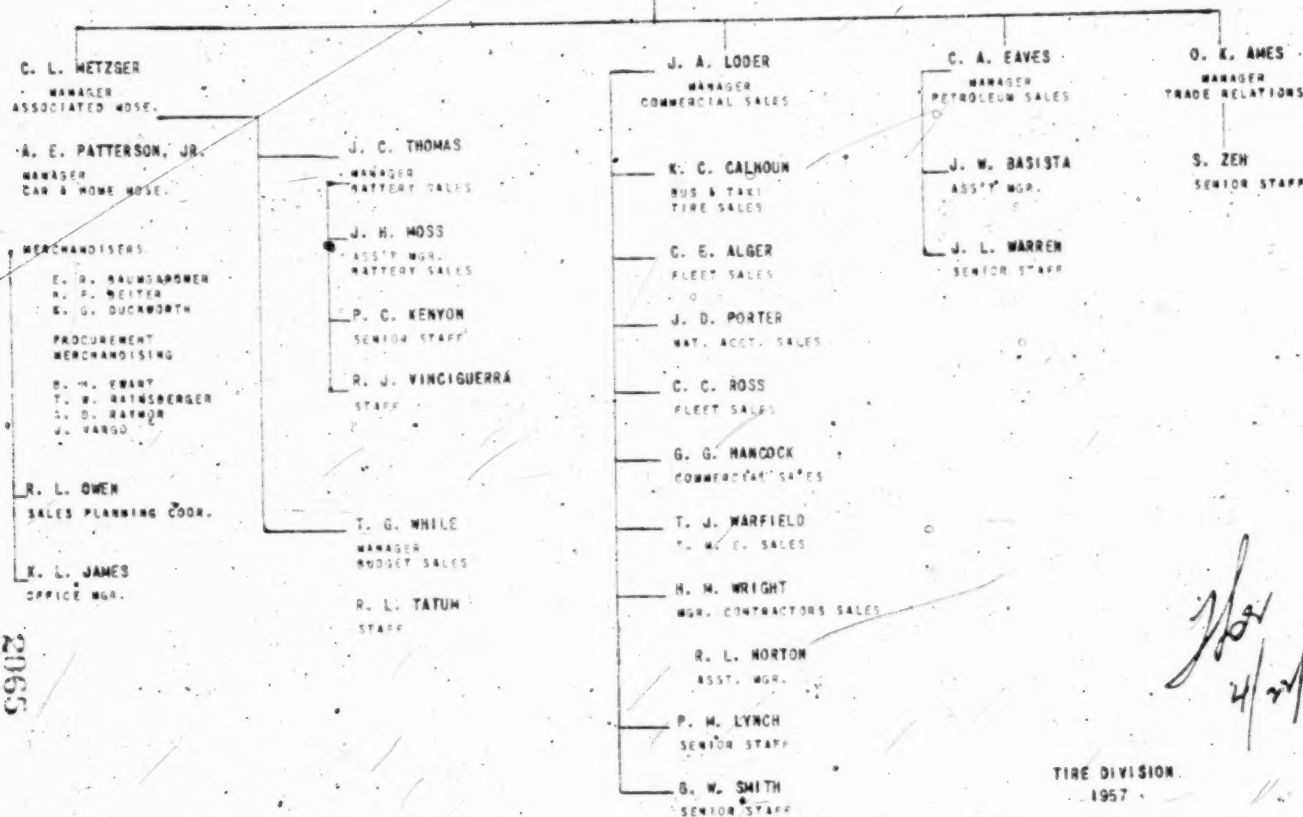
2064

Handwritten:
Joh
4-22-57

VICTOR HOLT, JR.
VICE PRESIDENT
TIRE SALES DIV'N.

R. W. FITZGERALD
GEN'L MERCHANDISING MGR.

FEDERAL TRADE COMMISSION
DOCKET NO. 67-162 EXHIBIT NO. 80T



COMMISSION EXHIBIT NO. 80T

2642

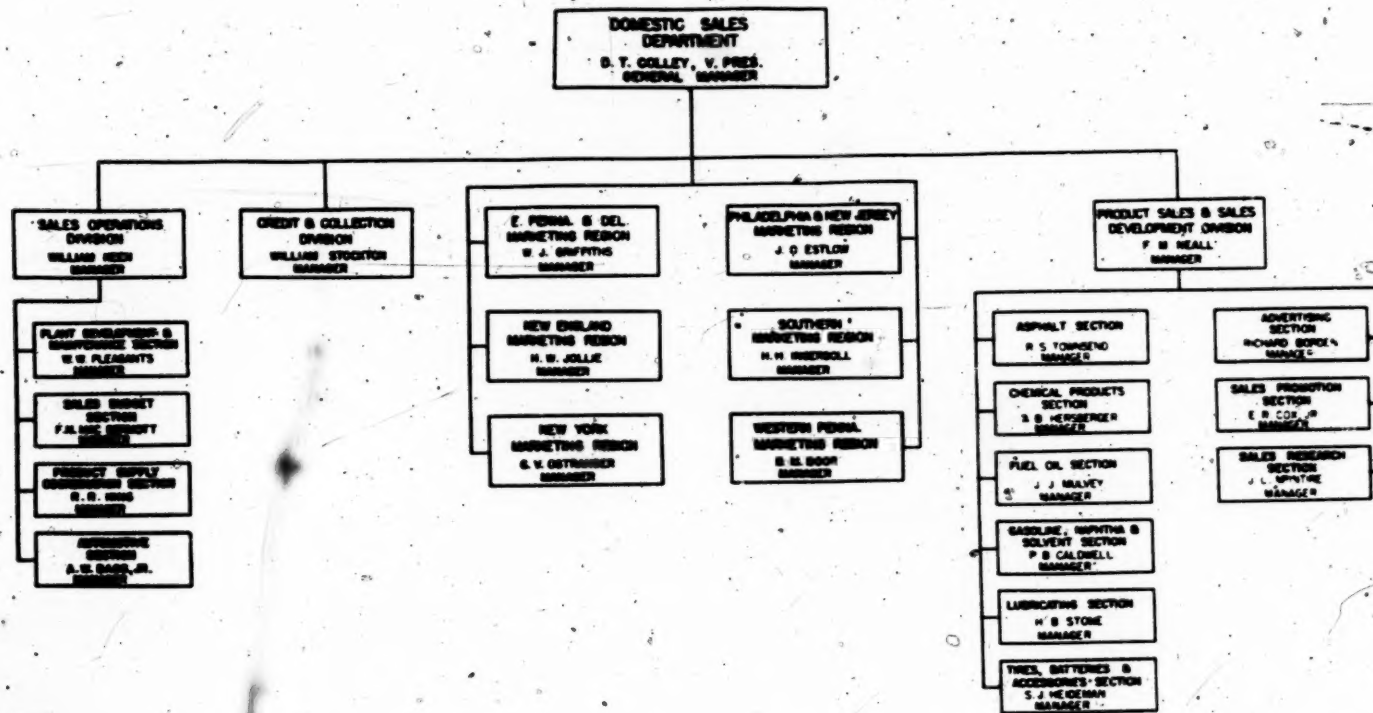
TIRE DIVISION
1957

Handwritten: 2/2/57

Handwritten: 12

2065

THE ATLANTIC REFINING COMPANY
DOMESTIC SALES DEPARTMENT



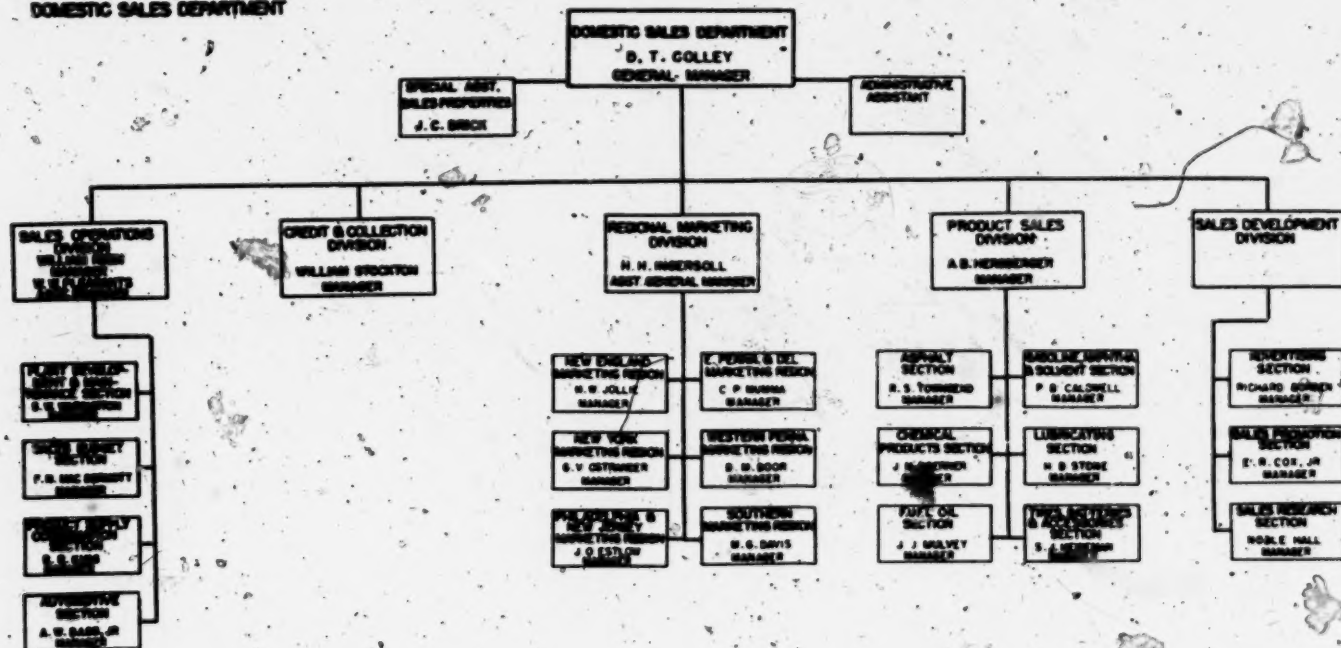
COMMISSION EXHIBIT NO. 81A.

2644

5-3-40

2068

THE ATLANTIC REFINING COMPANY
DOMESTIC SALES DEPARTMENT



APPROVED

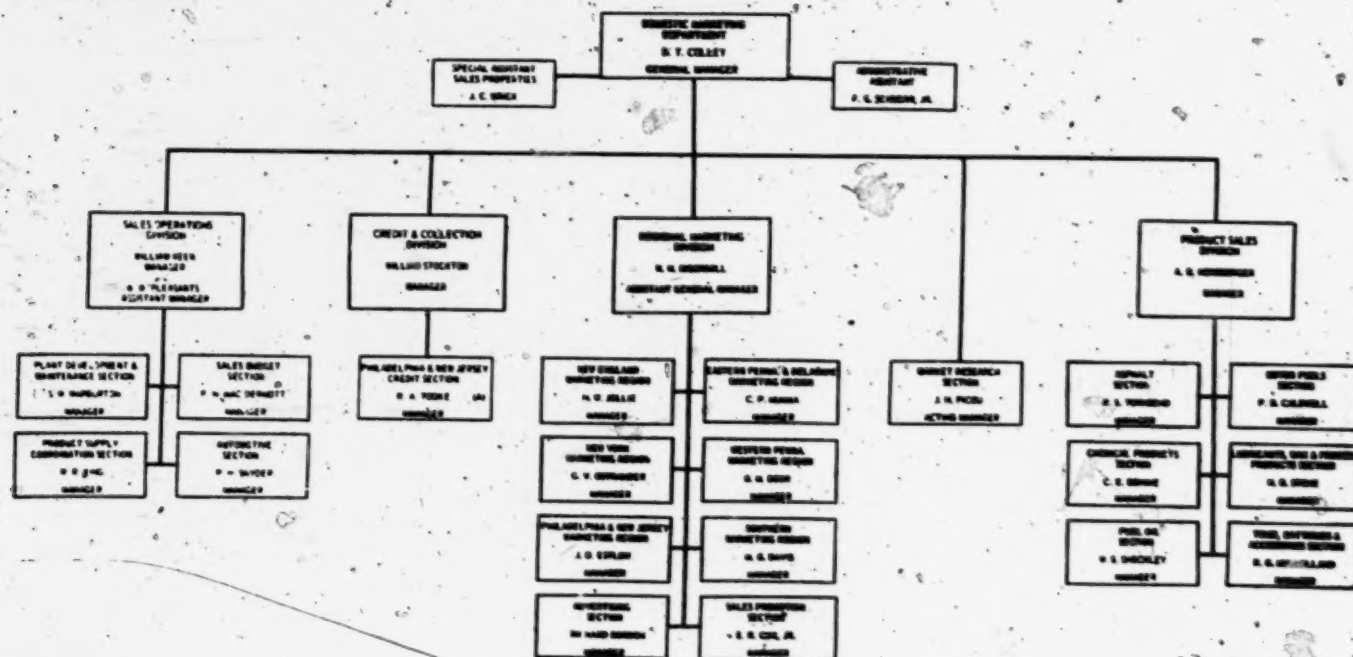
DATE

8-27-32

COMMISSION EXHIBIT NO. 81B. 2645

2070

THE ATLANTIC REFINING COMPANY
MARKETING
DOMESTIC MARKETING DEPARTMENT



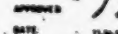
IN INDICATES ALTERNATE FOR
ONE WHITE SUPERVISOR

COMMISSION EXHIBIT NO. 81C.

2646

2072

R- INDICATES ALTERNATE FOR
REMARKS DATE 12/28/80

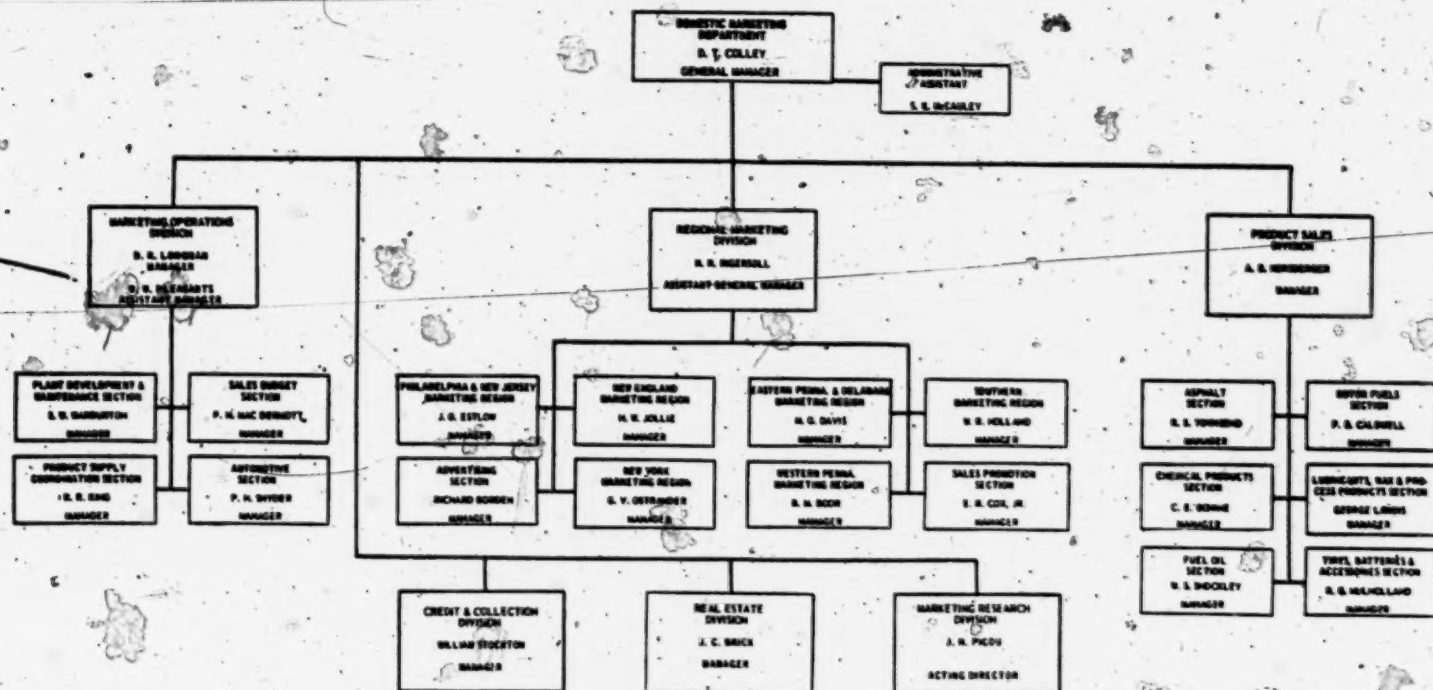


2697

2074

9202

THE ATLANTIC REFINING COMPANY
MARKETING
DOMESTIC MARKETING DEPARTMENT



AA INDICATES ALTERNATE FOR
IMMEDIATE SUPERVISOR

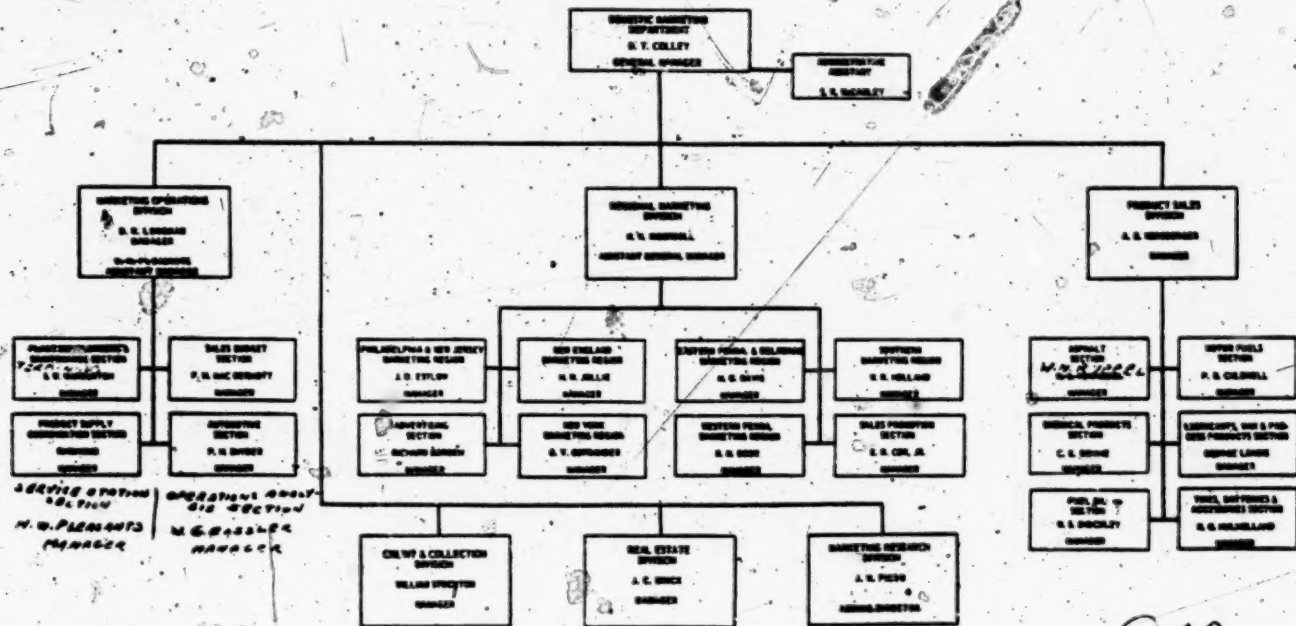
APPROVED
DATE: 11-4-58

COMMISSION EXHIBIT NO. 81E.

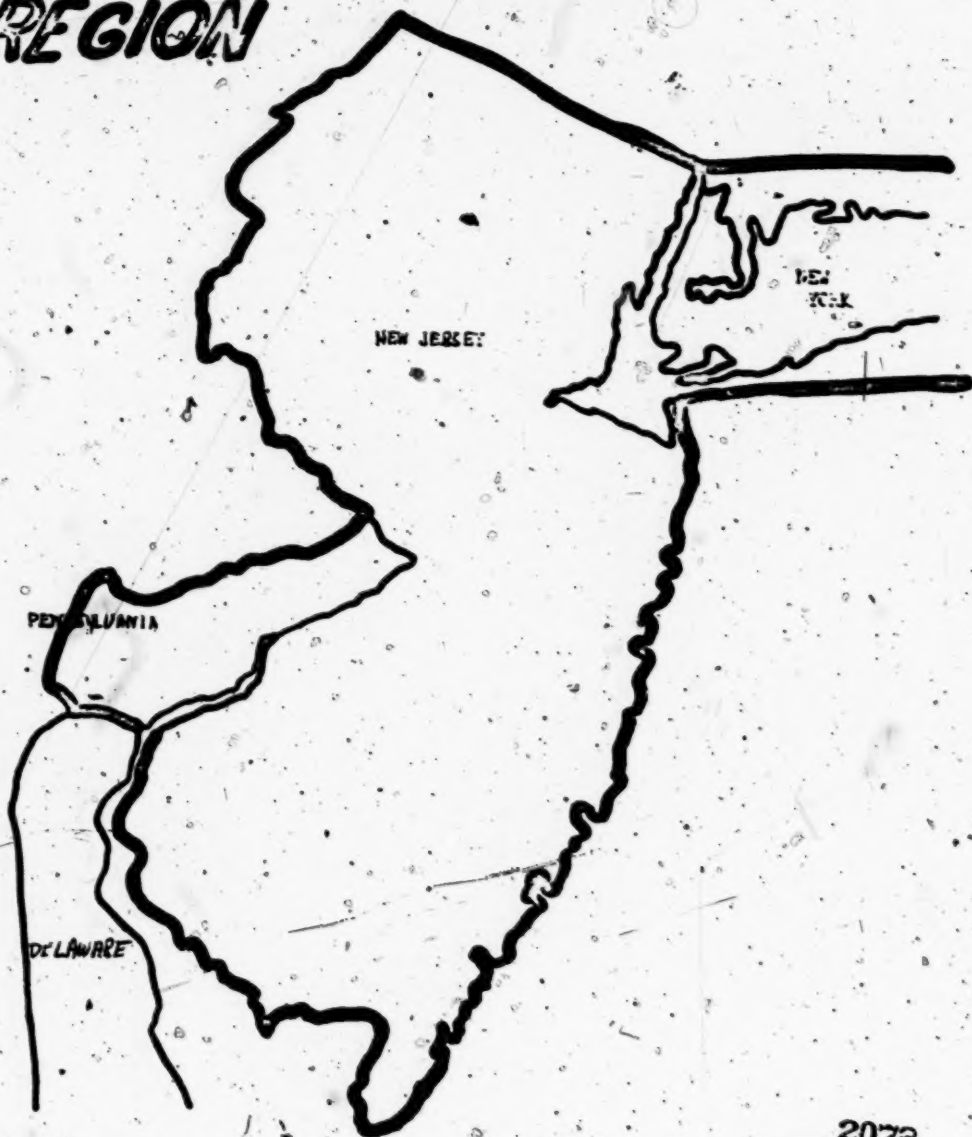
2648

2077

THE ATLANTIC REFINING COMPANY
MARKETING
• DOMESTIC MARKETING DEPARTMENT



PHILA-NEW JERSEY REGION



2079

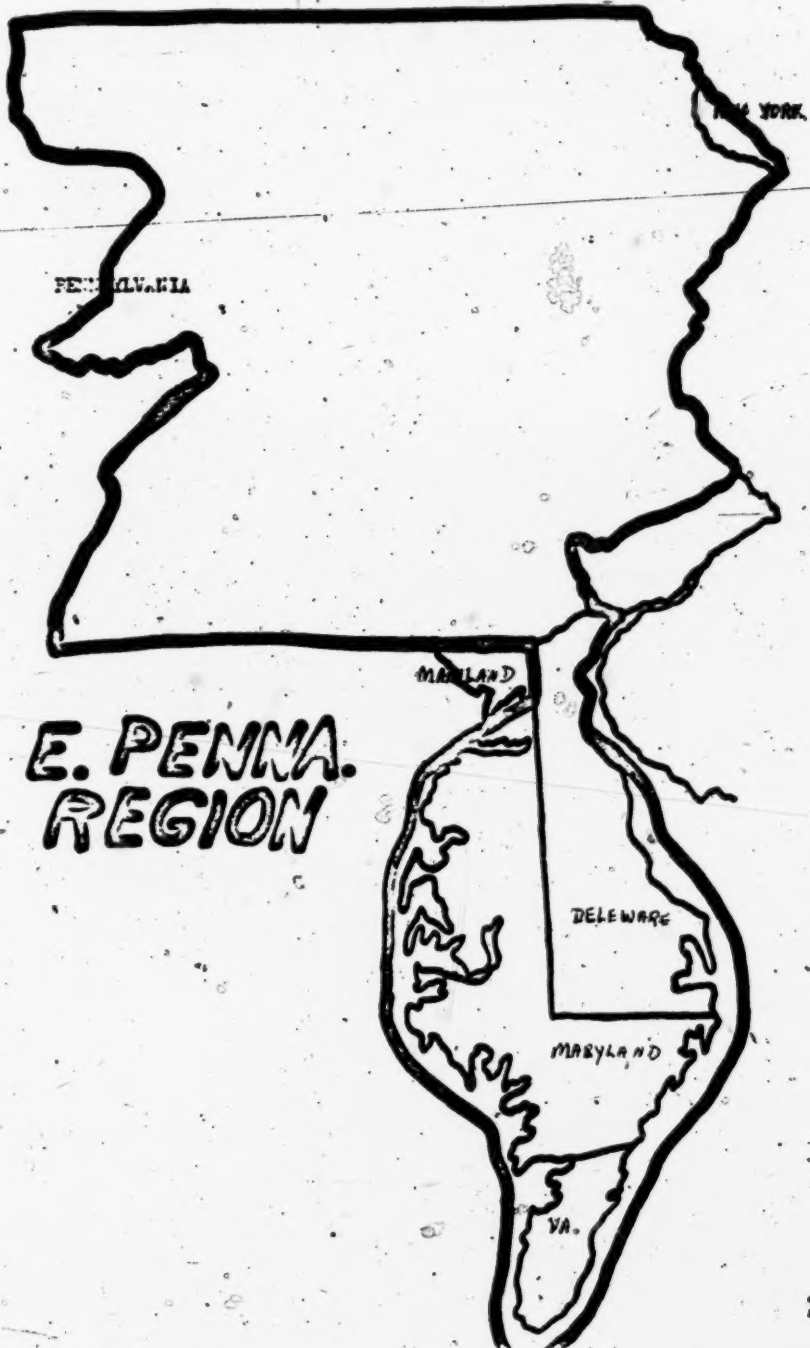


NEW ENGLAND REGION

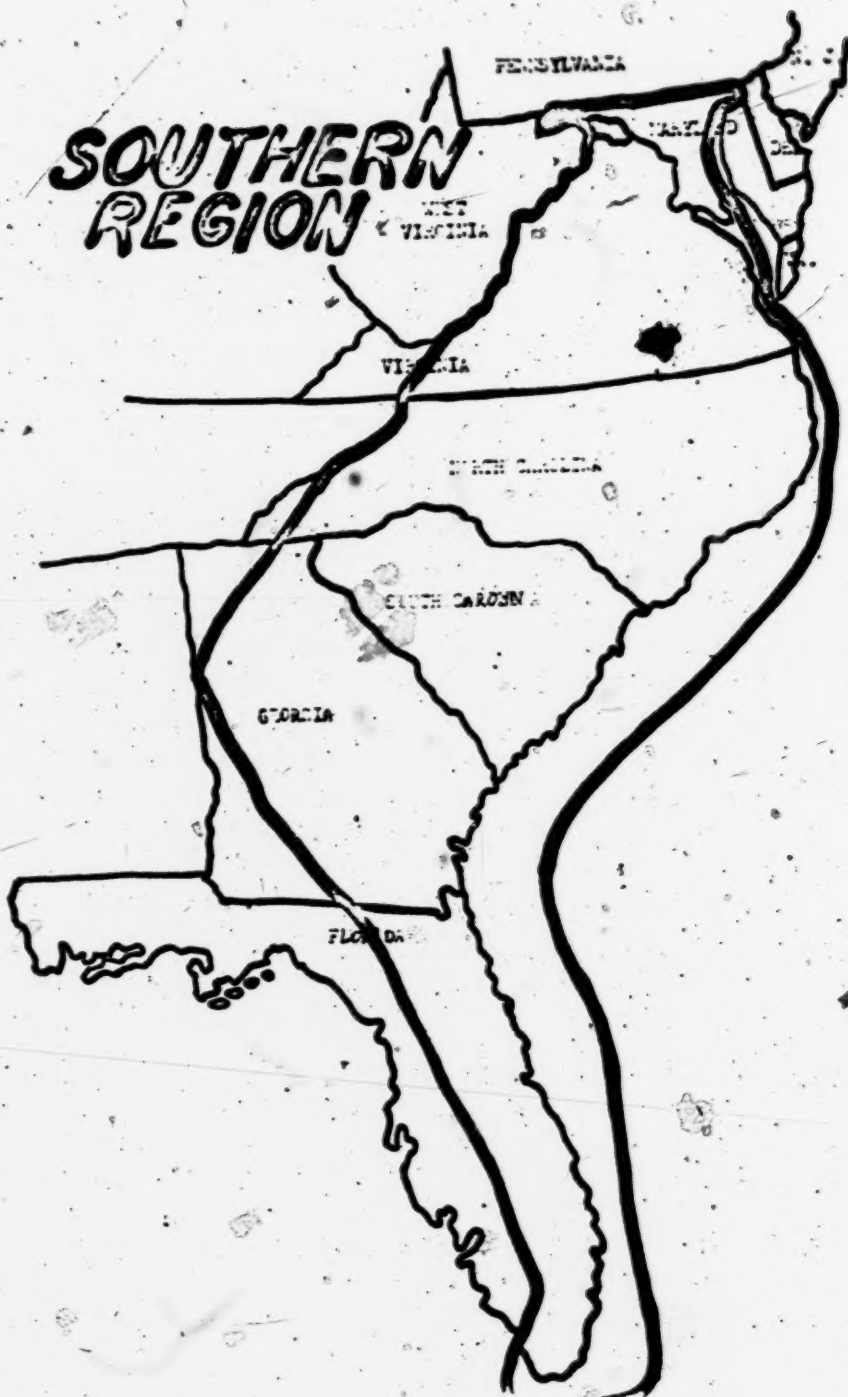


W. PENNA. REGION





**SOUTHERN
REGION**



2088 COMMISSION EXHIBIT NO. 84A-B.

The Atlantic Refining Company's domestic marketing program covering automotive petroleum products is conducted by six Marketing Regions, consisting of—

1. New England Region, comprising the states of Rhode Island, Connecticut, Massachusetts, and portions of New Hampshire and Vermont. Headquarters are in Providence, R. I.
2. New York Region, comprising the state of New York. Headquarters are in Syracuse, N. Y.
3. Philadelphia-New Jersey Region, comprising the city of Philadelphia and the suburban area contiguous thereto, as well as the entire state of New Jersey. Headquarters are in Philadelphia, Pa.
4. Eastern Pennsylvania Region, comprising the eastern half of Pennsylvania except the Philadelphia and Suburban area; also comprising the entire state of Delaware and portions of Maryland and Virginia. Headquarters are in Reading, Pa.
5. Western Pennsylvania Region, comprising the western half of Pennsylvania and portions of Ohio, West Virginia and Maryland. Headquarters are in Pittsburgh, Pa.
6. Southern Region, comprising portions of Maryland, Virginia, West Virginia, North Carolina, South Carolina, Georgia and Florida. Headquarters are in Charlotte, N. C.

Maps showing the approximate area covered by each Marketing Region are attached.

Method of Distribution of Automotive Petroleum Products

Automotive petroleum products (gasoline, motor oils & greases) are marketed through the following classes of trade—

Class I—Retail service station outlets operated by employees of the Company. In 1951, gasoline sales through this channel amounted to 1% of total regional gasoline sales.

Class II—Retail service station outlets operated by a dealer, where the Company owns or leases land and/or building. 1951 gasoline sales through such outlets amounted to 32% of total regional gasoline sales.

2090 Class III—Retail outlets operated by a dealer not included under Class II, i.e., who owns or leases the outlet himself. 1951 gasoline sales through such outlets amounted to 23% of total regional gasoline sales.

Class IV—Customers who purchase products for their own consumption and not for resale. 1951 gasoline sales to such customers amounted to 15% of total regional gasoline sales.

The foregoing four classes of trade constitute the direct marketing phase of the regional sales program and accounted for 71% of total regional gasoline sales in 1951.

Class V—Wholesale dealers, not under contract, who load at Company plants in their own trucks. Such sales are known as yard sales and accounted for 3% of total regional gasoline sales in 1951.

Class VI—Distributors who purchase automotive products for resale under Atlantic brand names and who maintain bulk plant storage capable of receiving truck transport deliveries of gasoline, who maintain and operate their own delivery equipment and who receive transport deliveries into their bulk plant storage tanks. These customers represented 24% of total regional gasoline sales in 1951.

Class VII—Customers who purchase products for resale and who do not resell under Atlantic's brand name. These customers represented 2% of total regional gasoline sales in 1951.

The foregoing three classes of trade represent the indirect marketing segment of regional sales activity and accounted for 29% of total regional gasoline sales in 1951.

Special Sales—In addition to regional sales, there are occasional special sales of automotive petroleum products which are administered by Division Headquarters in Philadelphia. Such sales in 1951 amounted to $\frac{1}{2}$ of 1% of total Company domestic gasoline sales.

JVP:TMM

8/21/52

2092 COMMISSION EXHIBIT NO. 84C.

Addition to Description of
Atlantic's Domestic Marketing Program

Commission distributors who receive automotive products on consignment and upon sale of the product receive a commission from Atlantic as compensation for their activities. Sales percentage is small and included in Distributors—Class VI.

2094 COMMISSION EXHIBIT NO. 85A-B.

This Lease made as of the _____ day of _____, A. D. 19____, by and between The Atlantic Refining Company, _____, a Pennsylvania corporation, hereinafter called "Atlantic," and _____

of _____, County of _____, State of _____, hereinafter called "Lessee":

Witnesseth:

1—Atlantic hereby leases unto Lessee for a term of _____ year beginning on the _____ day of _____, 19____, and ending on the _____ day of _____, 19____, a parcel of land at _____ in _____ County of _____ State of _____, more particularly described as follows:

Together with all the buildings, improvements and appurtenances, all hereinafter called "leased premises," and together with all Atlantic's equipment and apparatus installed or to be installed thereon and used in connection with the gasoline service station business conducted on said leased premises.

2—Lessee shall pay to Atlantic rental at the rate of _____ Dollars (\$) per month. The first payment shall be made on or before the first day of said term and thereafter payments shall be made on or before the first day of each calendar month during the continuance of this lease. In addition thereto, on or before the fifteenth day of each calendar month, Lessee shall pay to Atlantic the sum of _____ cent (c), per gallon on each gallon of gasoline and motor fuel delivered to said leased premises.

during the preceding calendar month over and above
gallons.

2096 3—Lessee shall pay all charges for telephone, sewerage, water, gas, and electricity consumed or used by Lessee, and all expense of heating, and also shall pay all privilege, license and other municipal charges levied against Lessee, the said equipment and apparatus or against the leased premises by reason of the conduct of Lessee's business thereon.

4—Atlantic shall pay all other taxes, assessments and governmental or municipal charges levied or assessed upon the leased premises.

5—Lessee shall maintain and make all repairs and replacements needed to the leased premises and the said equipment and apparatus and shall keep the same in an orderly, safe and operating condition. In case any of said equipment or apparatus is damaged, or is lost or stolen, Lessee shall replace or repair the same at Lessee's own cost and expense.

6—Lessee shall keep said leased premises clean and sanitary and shall keep free from snow, ice and all obstructions the sidewalks thereof and shall remove promptly all refuse of any kind therefrom.

7—Lessee shall not install or permit installation on the leased premises of electrical appliances of any kind, including radios, vulcanizers and similar apparatus, without complying with the rules and regulations of the National Board of Fire Underwriters.

8—Lessee shall not install or permit installation of any gambling devices or conduct or permit the conduct of any business or the sale of any products on the leased premises in violation of any local, state or federal laws.

9—Lessee shall be responsible for full and exclusive control of the leased premises and of the equipment and apparatus thereon, and shall indemnify and save harmless

Atlantic from and against any and all claims, suits, actions, damages and causes of action for any personal injury, loss of life and property damage sustained in or about the leased premises or upon the adjacent sidewalks and streets during the continuance of this lease, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and decrees that may be entered therein. Lessee shall procure, at Lessee's own cost and expense and from companies satisfactory to Atlantic such insurance as Atlantic may deem necessary for Atlantic's protection under the provisions of this paragraph.

10—Lessee, at Lessee's own expense, promptly shall observe and comply with all the laws, orders, regulations, rules, ordinances and requirements of the federal, state, county and municipal authorities affecting the said equipment and apparatus, the leased premises or the business conducted thereon. Lessee shall not use or permit the use of the leased premises or the equipment and apparatus in any manner which would or could cause an increase in any insurance rates affecting the said premises.

11—If, during the continuance of this lease, Lessee shall die, shall become involved in any insolvency or bankruptcy proceedings, shall abandon or remove from the leased premises or shall fail to market petroleum products regularly therefrom, Atlantic, at Atlantic's option, may terminate this lease.

12—Lessee shall not assign this lease or sublet the whole or any part of the leased premises or make any alterations or improvements thereon without written permission from Atlantic.

13—At the termination of this lease, Lessee shall deliver to Atlantic the leased premises, together with the equip-

ment and apparatus in the condition in which Lessee is obliged to keep the same.

14—This lease is subject to the terms and conditions of any existing lease or contract governing Atlantic's rights to the leased premises. Lessee hereunder, in no event, shall have or claim any right of possession or occupation of said leased premises at variance with the terms, or beyond the period of Atlantic's right thereto, anything in this lease, or any extension thereof, to the contrary notwithstanding.

15—If Lessee shall fail to make any payment of rent hereunder for ten (10) days after the same shall fall due, or shall fail to perform any of Lessee's obligations hereunder, or shall violate any condition herein contained, Atlantic, at Atlantic's option, may terminate this lease and at any time thereafter re-enter the leased premises and expel Lessee therefrom, without prejudice to other remedies. Whenever this lease shall terminate, either by lapse of time or by virtue of any of the provisions herein contained, Lessee hereby waives all right to any notice to quit possession as prescribed by any statute then in force relating to summary process.

16—As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

17—Either party hereto may terminate this lease at the end of the original term hereof by giving to the other written notice of termination at least _____ () days prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions as herein contained for another term of _____ () year and so on for like terms until terminated by either party giving to the other at least _____ () days notice of termination prior to the expiration of any term. Any notice by either party to the other may

be given by registered mail, postage prepaid, addressed to Atlantic at _____, and to Lessee at the leased premises, subject to the right of either party to designate in writing a new address to which such notice may be sent.

In Witness Whereof, the parties hereto have duly executed this lease as of the day and year first above written.

The Atlantic Refining Company

By _____

Regional Manager of Marketing

Lessee

Witnesses: _____

Atlantic

This Lease made as of the _____ day of _____, A. D. 19____, by and between The Atlantic Refining Company, _____, a Pennsylvania corporation, hereinafter called "Atlantic" and _____ of _____, County of _____, State of _____, hereinafter called "Lessee":

Witnesseth:

1—Atlantic hereby leases unto Lessee for a term of _____ year beginning on the _____ day of _____, 19____; and ending on the _____ day of _____, 19____, a parcel of land at _____ in _____, County of _____ State of _____; more particularly described as follows:

Together with all the buildings, improvements and appurtenances and all Atlantic's equipment and apparatus installed or to be installed thereon, all hereinafter called "leased premises."

2—Lessee shall occupy the leased premises for the sole purpose of operating a gasoline service station thereon and regularly shall engage in the sale of petroleum products therefrom.

3—Lessee shall pay to Atlantic rental at the rate of _____ cents (¢) per gallon on each gallon of gasoline and motor fuel delivered to said leased premises during the continuance of this lease,

Provided, However, that the minimum rental payable during each calendar month shall be _____

Dollars (\$), such minimum rental to be payable on a pro rata basis for any portion of any calendar month during which this lease is in effect; And Provided Further, that the maximum rental payable for each complete calendar quarter during which this lease remains in effect and ending on the last days of March, June, September and December shall be, respectively, \$_____, \$_____, \$_____ and \$_____. Rental shall be payable at the time and times such gasoline and motor fuel is delivered to the leased premises and the minimum monthly rental shall be payable on or before the last day of each calendar month.

2099 4—Lessee shall pay all charges for telephone, sewerage, water, gas, and electricity consumed or used by Lessee, and all heating and cesspool cleaning expense, and also shall pay all privilege, license and other municipal charges levied against Lessee or against the leased premises by reason of the conduct of Lessee's business thereon.

5—Atlantic shall pay all other taxes, assessments and governmental or municipal charges levied or assessed upon the leased premises.

6—Lessee shall maintain and make all repairs and replacements to the leased premises and shall keep the same in an orderly and safe operating condition, provided, however, that if Lessee gives notice to Atlantic of the need thereof, Atlantic shall make necessary repairs or replacements to the leased premises. Where repairs or replacements are necessitated by Lessee's negligence, or that of his employees, the cost thereof to Atlantic shall be considered as additional rent and payable as such on the first day of the calendar month next succeeding the month in which such repairs are made.

7—Lessee shall keep the leased premises clean and sanitary and shall keep the adjacent sidewalks free from snow, ice, and obstructions, and shall remove promptly all refuse of any kind therefrom. If the service station building is faced with porcelain enamel, Lessee shall comply with such cleaning procedures and techniques as Atlantic may establish from time to time.

8—Lessee shall not install or permit installation on the leased premises of electrical appliances of any kind, including radios, vulcanizers and similar apparatus, without complying with the rules and regulations of the National Board of Fire Underwriters.

9—Lessee shall not install or permit installation of any gambling devices or conduct or permit the conduct of any business or the sale of any products on the leased premises in violation of any local, state or federal laws.

10—Lessee shall be responsible for full and exclusive control of the leased premises and shall indemnify and save harmless Atlantic from and against any and all claims, suits, actions, damages and causes of action for any personal injury, loss of life and property damage sustained in or about the leased premises or upon the adjacent sidewalks and streets during the continuance of this lease, and from and against all costs, counsel fees, expenses and lia-

bilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and decrees that may be entered therein. Lessee shall procure, at Lessee's own cost and expense and from companies satisfactory to Atlantic such insurance as Atlantic may deem necessary for Atlantic's protection under the provision of this paragraph.

11—Lessee, at Lessee's own expense, promptly shall observe and comply with all the laws, orders, regulations, rules, ordinances and requirements of the federal, state, county and municipal authorities affecting the leased premises or the business conducted thereon. Lessee shall not use or permit the use of the leased premises in any manner which would or could cause an increase in any insurance rates affecting the said premises.

12—If Lessee dies during the continuance of this lease, this lease shall terminate automatically without notice from Atlantic to Lessee. If during the continuance of this lease, Lessee abandons or removes from the leased premises, or becomes involved in any insolvency or bankruptcy proceeding, or executes an assignment for the benefit of creditors, Atlantic, at Atlantic's option, may terminate this lease forthwith by giving Lessee written notice of termination.

13—This lease shall not be assigned by Lessee, either voluntarily or by operation of law and Lessee shall not sublet the whole or any part of the leased premises. Without Atlantic's prior written consent, which shall not be unreasonably withheld, Lessee shall not make any alterations or improvements to the leased premises or alter, remove, deface or obliterate any signs, trademarks or color arrangements appearing on the leased premises, or add to the leased premises, including fences, any permanent signs which are nailed, screwed, bolted or otherwise attached thereto.

14—At the termination of this lease, Lessee shall deliver to Atlantic the leased premises in the condition in which Lessee is obligated to keep the same hereunder, reasonable wear and tear excepted.

15—This lease is subject to the terms and conditions of any existing lease or contract governing Atlantic's rights to the leased premises. Lessee, in no event, shall have or claim any right of possession or occupation of said leased premises at variance with the terms, or beyond the period of Atlantic's right thereto, anything in this lease, or any extension thereof, to the contrary notwithstanding.

16—If any rental shall be due and unpaid for 20 days or if Lessee shall default in any agreement hereunder, Atlantic, at Atlantic's option may terminate this lease forthwith by giving Lessee written notice of termination and at any time thereafter re-enter the leased premises and expel Lessee therefrom, without prejudice to other remedies. Whenever this lease shall terminate, either by lapse of time or by virtue of any of the provisions herein contained, Lessee hereby waives all right to any notice to quit possession as prescribed by any statute then in force relating to summary process.

17—As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

18—Either party hereto may terminate this lease at the end of the original term hereof by giving to the other written notice of termination at least _____ () days prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions as herein contained for another term of _____ () year and so on for like terms until terminated by either party giving to the other at least _____ () days notice of termination prior to the expiration of any term.

19—Any notice from one party to the other shall be in

writing and shall be deemed to have been given if sent by registered mail addressed to Atlantic at _____ and to Lessee at the leased premises, subject to the right of either party to designate in writing a new address to which such notice may be sent.

20—Atlantic shall have the right to inspect the leased premises at all reasonable times for the purpose of ascertaining Lessee's compliance with the agreements contained herein.

In Witness Whereof, the parties hereto have duly executed this lease as of the day and year first above written.

The Atlantic Refining
Company

By _____

Regional Manager of Marketing

Witnesses: _____

B-3191 4-52

2100

COMMISSION EXHIBIT NO. 87.

Atlantic Franchise Agreement.

Effective Date _____ 19 _____

The Atlantic Refining Company, _____ a
Pennsylvania corporation, hereinafter call "Atlantic", and
_____ of
hereinafter caller "Dealer" lessee from Atlantic of a service station located at _____
under lease dated _____, agree as follows:

I. Atlantic shall sell and Dealer shall buy motor fuels and automotive lubricants (hereinafter referred to as petro-

leum products) in such quantities during the term hereof as Dealer may desire to buy and Atlantic may desire to sell, from time to time, provided that Atlantic shall not be obligated to make any delivery of petroleum products hereunder in quantities which do not conform to Atlantic's customary practice at the time and place of delivery.

II. Delivery of petroleum products purchased hereunder shall be at the Service Station at the above address. The prices Dealer shall pay Atlantic for petroleum products purchased hereunder shall be Atlantic's established Dealer prices therefor in effect at the time and for the place of delivery, together with all taxes which Atlantic may be required to pay or collect in respect to the manufacture, sale, delivery or use of such products. Payment shall be in cash at time of delivery.

III. Dealer shall sell all petroleum products purchased hereunder under the trade marks and designations indicated for such products by Atlantic. Dealer shall not adulterate any petroleum products purchased hereunder and shall not mix such products with any other product or grade of product.

IV. At all reasonable times Atlantic shall have the right to inspect any equipment used for storing or dispensing petroleum products purchased hereunder, and shall have the right to take samples and to test any petroleum products offered for sale by Dealer under the trade marks and designations indicated for such products by Atlantic.

V. Dealer shall have the right to avail himself of the following:

A. Such training in sales methods and procedures as Atlantic may provide from time to time.

B. The assistance of such trained personnel as Atlantic may make available from time to time to help Dealer in attractively displaying petroleum products and merchandise.

C. Such sales promotion programs as Atlantic may make available from time to time.

VI. The waiver by Atlantic or Dealer of a breach of a provision hereof shall not constitute a waiver by such party of any succeeding breach of the same provision, or any other provision.

VII. Dealer is an independent contractor in the performance of this agreement and accepts exclusive liability for the payment of all social security, unemployment compensation and other like taxes or payments, for himself and his employees. Except as expressly set forth in this agreement nothing herein contained shall be construed as granting Atlantic any right to control Dealer, or his employees, nor shall Atlantic at any time exercise such control.

VIII. This agreement cancels and supersedes all prior agreements between the parties with respect to the subject matter hereof. This agreement shall in no way affect any contract between the parties covering the purchase and sale of equipment. This agreement shall not be assigned by Dealer without Atlantic's prior written consent.

IX. This agreement shall become effective on the date first appearing and shall continue in effect for a period of one year therefrom, and from year to year thereafter, provided that this agreement shall terminate automatically upon termination of the aforementioned lease to Dealer.

In Witness Whereof, the parties have executed this agreement as of the day first mentioned above.

The Atlantic Refining Company

By _____

Regional Manager of Marketing

2672 Commission Exhibit No. 88A1-2.

2102 COMMISSION EXHIBIT NO. 88.

B 3191—A 12/48

Equipment and Apparatus
Inventory—Class 2 Station

Received in good condition from The Atlantic Refining Company, this _____ day of _____, 19____, the following equipment and apparatus to be used by the undersigned in the gasoline service station business being conducted at _____

Street or Number _____ Town or City _____
_____, under terms and conditions of a
State _____
current lease for said premises.

Dealer-Lessee _____

Receipt in good condition of the following substitutions or additions is acknowledged for use as above noted.

Date	Items Substituted or Added	Items Removed from Inventory	Approval of Dealer
B 3191-A 12/48	Class 2 Station		

2104 COMMISSION EXHIBIT NO. 88A1-2.

Atlantic Dealer Lease

This Lease, entered into as of the _____ day of _____, 19____, by and between The Atlantic Refining Company, a corporation of Pennsylvania, hereinafter called "Lessor" and _____ hereinafter called "Lessee":

Witnesseth:

1—In consideration of Lessee's payment of rental and performance of the obligations herein set forth, Lessor hereby leases to Lessee that certain parcel of land at

_____ in _____
County of _____, State of _____,
more particularly described as follows:

Together with all buildings, improvements and appurtenances situated thereon, as well as all Lessor owned equipment and apparatus installed or to be installed thereon, all hereinafter called "leased premises".

2—The term of this lease shall begin on the _____ day of _____, 19____, and end on the _____ day of _____, 19____, subject, however, in the event such term is longer than one year, to termination by Lessee at any annual anniversary date by giving at least sixty days advance written notice to Lessor.

3—The sole purpose and use of the leased premises shall be the lawful, diligent and businesslike operation of a first-class automotive service station retailing petroleum products and TBA merchandise normally handled at competitive service station outlets. Recognizing that compliance with such authorized purpose and use is essential for the accomplishment of Lessor's desire to obtain a fair rental consistent with the reasonable value of the service station business potential of the leased premises, Lessee agrees that he will use the leased premises only for the purpose and in the manner above designated.

4—Lessee shall pay to Lessor as rental for the leased premises a sum equivalent to the applicable percentages specified in Schedule A, attached hereto and made a part hereof, of Lessee's gross sales from all sources during such month from the operation of said service station, excluding therefrom, however, sales of tires, batteries, and

accessories at wholesale to service station resellers, state and federal taxes on gasoline, Diesel fuels, motor oils, tires and tubes, any taxes which are stated separately and which are not included as part of the selling price of goods sold and gross receipts from the "special facilities" listed below, if any.

Rental shall be paid to Lessor at Lessor's office at _____, or to Lessor's authorized representative, as follows:

The sum of _____ Dollars (\$_____) on the first day of the term hereof; and thereafter, on the 10th day of each succeeding calendar month and on the last day that this lease is effective, the rental as determined by Schedule A; provided, however, that Lessee may take credit for an amount equivalent to the initial rental payment in settlement for the last rental payment due hereunder.

For the "special facilities," namely _____ Lessee shall pay additional rental as follows _____ on _____

On or before the 10th day of each month, Lessee shall submit on forms supplied by Lessor a certified, detailed, itemized statement showing all information necessary for the proper calculation of the rental as above provided. Lessee shall keep a complete set of books and records of all business transacted at the leased premises. Such books and records shall be subject to inspection and audit by Lessor at any reasonable time or times. Lessor shall have the right at all times to set off any amounts owed to Lessee against rental due hereunder.

5—Lessee shall pay, when due, all charges for telephone, water, gas electricity, heating, sewage disposal and cesspool cleaning resulting from Lessee's occupancy of the leased premises, as well as all privilege, license, and other governmental charges levied against Lessee or

against the leased premises by reason of the conduct of Lessee's business thereon. Lessor shall pay all other taxes, assessments, and governmental charges levied or assessed upon the leased premises.

2105 6—Should Lessee abandon the leased premises, or should the leased premises be closed for business for a period of seventy-two (72) successive hours Lessor shall have the right to terminate this lease herewith.

7—Lessee shall use the leased premises with due and reasonable care and shall maintain the same, as well as the adjacent sidewalks, in a clean, orderly, sanitary and safe condition. On termination of the lease Lessee shall deliver the leased premises to Lessor in the same condition in which Lessee is obligated to use and maintain the same hereunder, reasonable wear and tear and damage due to matters beyond the control of Lessee excepted.

Because of the special need for proper care of porcelain enamel, Lessee agrees that if the service station building is faced with porcelain enamel, Lessee will comply with such cleaning procedures and techniques applicable thereto as Lessor may establish from time to time.

Without Lessor's prior written consent, which will not be unreasonably withheld, Lessee shall not make any additions, alterations, or improvements to the leased premises nor place, alter, remove, deface, or obliterate any signs trade marks or color arrangements appearing thereon.

8—Maintenance. Lessee shall maintain and keep in good order and repair the leased premises; provided however, that if Lessee gives prompt written notice to Lessor of the need thereof, the responsibility for maintenance and repair shall then pass to Lessor with respect to the particular part of the leased premises specified in such notice; and provided further, that if Lessor is obliged to assume responsibility for any maintenance or repair which is neces-

sitated by the wilful misconduct or negligence of Lessee, Lessee's agents or employees, the cost thereof shall be paid to Lessor by Lessee upon demand as additional rental.

9—Should a substantial portion of the leased premises be damaged by the negligence or wilful misconduct of Lessee, his agents or employees, or any cause beyond the reasonable control of Lessor, Lessor, without prejudice to any claim for damages it might have, shall have the right to terminate this lease without liability; provided, however, that such termination right can only be exercised during a period of not more than ten (10) days following the date Lessor acquired knowledge of such damages and the cause thereof.

10—Lessee shall exercise and be responsible for exclusive control of the leased premises.

11—Should Lessee fail to make payment of any rentals when due and fail to remedy such default within five (5) days thereafter, Lessor can terminate this lease.

Should Lessee at any time fail to comply with any of his other obligations hereunder, excepting those provisions wherein Lessor is already given an express right to terminate the lease, and fail to remedy such default within fifteen (15) days after receipt of notice from Lessor specifying the default, Lessor can terminate the lease.

Whenever this lease shall terminate, Lessee hereby waives all right to any notice or demand to quit possession as prescribed by any statute then in force relating to summary process, and Lessor shall have the right to retake possession of the leased premises, together with products and merchandise located thereon, such products and merchandise to be accounted for in accordance with law and the respective rights of the parties at such time.

12—If Lessee dies, the lease shall terminate automatically. If Lessee becomes involved in any insolvency or

bankruptcy proceeding, or executes an assignment for the benefit of creditors, Lessor shall have the right to terminate this lease.

13—This lease is personal, does not permit absentee operation, shall not be assigned by Lessee either voluntarily or by operation of law, and Lessee shall not sublet the whole or any part of the leased premises.

14—Subject to the terms and conditions of Lessor's credit card program, outlined by Lessor from time to time, Lessor will (1) accept from Lessee assignment of accounts which result from retail credit sales made by Lessee to holders of valid Atlantic credit cards or those of other companies coming under Atlantic's credit privilege program and (2) pay or credit Lessee the amount thereof. Either party may terminate this credit card arrangement by giving to the other not less than 48 hours' advance written notice without termination or cancellation of any other provisions of this lease.

15—A waiver of any breach hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent breach whether of the same or of a different provision of this lease.

16—Lessor reserves the right to enter the premises at all reasonable times for the purpose of ascertaining Lessee's compliance with the agreements herein contained and for making necessary repairs and replacements.

17—This lease is subject to the terms and conditions of any existing lease or contract governing Lessor's rights to the leased premises. Lessee, in no event, shall have or claim any right of possession or occupation of said leased premises at variance with the terms or beyond the period of Lessor's right thereto.

As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

18—Any notice from one party to the other shall be in writing and shall be deemed to have been given if sent by certified mail addressed to Lessor at..... and to Lessee at the leased premises.

19—This lease contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This lease cannot be amended except by written instrument duly executed by both parties.

In Witness Whereof, the parties have executed this lease as of the day and year first hereinabove written.

The Atlantic Refining Company,

By.....

Regional Manager of Marketing.

Witnesses:

2106

COMMISSION EXHIBIT NO. 88A-3.

Atlantic

The Atlantic Refining Company

Incorporated—1870

Schedule A

(Attachment to B-3191 Lease)

Rent—Percentage of Lessee's Gross Sales

0%—First \$500 Monthly

6%—Next \$2000 Monthly

5%—Next \$2000 Monthly

4%—Next \$2000 Monthly

3%—Over \$6500 Monthly

Effective August 15, 1956

2107

COMMISSION EXHIBIT NO. 88B.

When you lease an Atlantic service station you agree to undertake the lawful, diligent, and business-like operation of a first-class service station. Let us emphasize to you that this is your business. We, of course, are interested in your success, and will advise and counsel with you, but we cannot do your thinking nor work for you. Your success will depend on your own business judgment, skill, imagination, and initiative.

There are certain well-established standards which have proven by experience to be necessary for the business-like operation of a first-class station. They are:

1. Housekeeping—Clean, sanitary premises, inside and out.
2. Use and Upkeep—Careful use and upkeep of building and equipment in safe, good operating condition.
3. Display—Neat, orderly arrangement of merchandise and advertising in a manner reasonably calculated to attract and solicit the attention of the motoring public.
4. Illumination—Safe and adequate to attract customers during night operation.
5. Personnel—Sufficient manpower to give prompt service and allocated to handle peak operating hours. Clean uniforms, courteous, trained to sell, adequate knowledge of services to be rendered.
6. Hours of Operation—Uniform daily operating schedule based on buying habits of potential trade in the area.
7. Services—At least on a par with competition as to kinds of services rendered and efficiency of performance.
8. Adequate Inventory—Quality products and merchandise on hand to serve normal customer needs without delay.

9. Sales Promotion—Regular program for expanding sales, involving direct mail campaigns, personal solicitation, and advertising.
10. Prices—Competitive, quality and service considered.
11. Accounting—Maintenance on current basis of records adequate, to reflect financial status and return from various phases of your business.

Every well-run Atlantic service station helps all dealers operating Atlantic Service Stations.

The Atlantic Refining Company

.....
Dealer's Signature

.....
Date

2108

COMMISSION EXHIBIT NO. 88C.

Atlantic

Equipment and Apparatus

Inventory—Class 2 Station Number.....

Received in good condition from The Atlantic Refining Company, this..... day of....., 19....., the following equipment and apparatus to be used by the undersigned in the gasoline service station business being conducted at

Street and number.....

Town or City.....

State.....

under terms and conditions of a current lease for said premises.

Dealer-Lessee.....

Supplement No.....

Date of Original B13191-A.....

2109

COMMISSION EXHIBIT NO. 88D.

Atlantic

Agreement made this day of 195...,
between The Atlantic Refining Company,,
a Pennsylvania Corporation, hereinafter called Atlantic,
and,
hereinafter called Buyer, Witnesseth:

Sale: Atlantic agrees to sell and Buyer agrees to purchase Atlantic Automotive Lubricants herein named as ordered by Buyer estimated for each successive 12-month period at barrels, during the period between, 195..., and, 195....

Atlantic shall not be required, without its written consent, in any one month to deliver more than one-eighth ($\frac{1}{8}$) of the estimated 12-month purchases mentioned above.

Duration: Upon the expiration of the original term, this Agreement shall continue in effect from year to year, unless terminated at the end of the original or any subsequent term by either party giving to the other, at least thirty (30) days prior written notice. Except that if Buyer makes no purchases hereunder during twelve (12) consecutive months, this Agreement thereupon shall terminate without notice by either party.

Prices: Buyer shall pay for products purchased hereunder Atlantic's established prices therefor in effect at the time and for the place of delivery as shown in the "Atlantic Automotive Lubricants Price Schedule." A copy of the current schedule is attached to this Agreement and made a part hereof. Atlantic reserves the right to change without notice at any time during the term of this Agreement the prices and discounts specified in the "Atlantic Automotive Lubricants Price Schedule." Prices referred to, or pro-

vided for in this Agreement, do not apply to purchases by Buyer at service stations.

Terms: Cash, unless credit is established with Atlantic's Credit Department. If credit is established, and during the continuance of this Agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this Agreement are to be made at par.

Force Majeure: Buyer shall not be obligated to accept deliveries if unable to operate his business by reason of fire, flood, war, civil commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery of any product due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes, or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration, regulation or priority, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

Assignment: This Agreement shall not be assigned or transferred by Buyer, in whole or in part, without the written consent of Atlantic.

General: This Agreement contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This Agreement cannot be amended except by written instrument duly executed by both parties.

Failure of Atlantic to deliver in the packages ordered shall not be considered a breach of this Agreement.

Atlantic shall not be responsible under any circumstances for any consequential damages or injuries.

All products when shipped shall be uniform in quality and up to Atlantic's standards.

This Agreement cancels and supersedes as of the beginning of the original term set forth above, all former Agreements now in effect between the parties relating to the purchase and sale of Atlantic Automotive Lubricants.

In Witness Whereof the parties have executed this Agreement as of the day and year aforesaid.

Buyer

By

The Atlantic Refining Company

By

2110A COMMISSION EXHIBIT NO. 88E1-2.

Atlantic

This Lease, entered into as of the day of
....., 19....., by and between The Atlantic
Refining Company, Incorporated, a Pennsylvania corporation,
hereinafter called "Lessor" and
hereinafter called "Lessee":

Witnesseth:

1—In consideration of Lessee's payment of rental and performance of the obligations herein set forth, Lessor hereby

leases to Lessee that certain parcel of land at.....
in....., County of....., State
of....., more particularly described as follows:

Together with all buildings, improvements and appurtenances situated thereon, as well as all Lessor owned equipment and apparatus installed or to be installed thereon, all hereinafter called "leased premises."

2—The term of this lease shall begin on the..... day of....., 19....., and end on the..... day of....., 19....., subject, however, in the event such term is longer than one year, to termination by Lessee at any annual anniversary date by giving at least sixty days advance written notice to Lessor.

3—The sole purpose and use of the leased premises shall be the lawful, diligent and businesslike operation of a first-class automotive service station retailing petroleum products and TBA merchandise normally handled at competitive service station outlets. Recognizing that compliance with such authorized purpose and use is essential for the accomplishment of Lessor's desire to obtain a fair rental consistent with the reasonable value of the service station business potential of the leased premises, Lessee agrees that he will use the leased premises only for the purpose and in the manner above designated.

4—Lessee shall pay to Lessor rental for the leased premises in advance at the rate of..... Dollars (\$.....) per month and shall pay as additional rental, by the tenth day of each month, a sum equivalent to 6% of Lessee's gross receipts at the leased premises from all sources during the calendar month immediately preceding such payment, excluding therefrom, however, receipts from the sale of gasoline and Diesel fuel and any taxes which are stated separately and which are not included as part of the selling price of goods sold.

Rental shall be payable at Lessor's Office at 120 West

Genesee Street, Syracuse, New York, and on or before each payment date Lessee shall submit on forms supplied by Lessor a certified, detailed, itemized statement showing all information necessary for the proper calculation of the rental as above provided. Lessee shall keep a complete set of books and records of all business transacted on the leased premises. Such books and records shall be subject to inspection and audit by Lessor at any reasonable time or times.

5—Lessee shall pay, when due, all charges for telephone, water, gas, electricity, heating, sewage disposal and cess-pool cleaning resulting from Lessee's occupancy of the leased premises, as well as all privilege, license, and other governmental charges levied against Lessee or against the leased premises by reason of the conduct of Lessee's business thereon. Lessor shall pay all other taxes, assessments, and governmental charges levied or assessed upon the leased premises.

6—Should Lessee abandon the leased premises, Lessor shall have the right to terminate this lease. Closing of the leased premises for business for a period of seventy-two (72) successive hours shall be considered as abandonment.

7—Lessee shall use the leased premises with due and reasonable care and shall maintain the same, as well as the adjacent sidewalks, in a clean, orderly, sanitary and safe condition. On termination of the lease, Lessee shall deliver the leased premises to Lessor in the same condition in which Lessee is obligated to use and maintain the same hereunder, reasonable wear and tear and damage due to matters beyond the control of Lessee excepted.

Because of the special need for proper care of porcelain enamel, Lessee agrees that if the service station building is faced with porcelain enamel, Lessee will comply with such cleaning procedures and techniques applicable 2110 B thereto as Lessor may establish from time to time.

Without Lessor's prior written consent, which will not be unreasonably withheld, Lessee shall not make any additions, alterations, or improvements to the leased premises nor place, alter, remove, deface, or obliterate any signs, trade marks or color arrangements appearing thereon.

8—Lessee shall make all repairs and replacements to the leased premises; provided however, that if Lessee gives prompt notice to Lessor of the need thereof, the responsibility shall then pass to the Lessor to make such necessary repairs and replacements as are specified, and provided further, that if in such event the specified repairs and replacements are necessitated by the wilful misconduct or negligence of Lessee, his agents or employees, the cost thereof shall be considered as additional rent payable on the last day of the calendar month next succeeding the month during which such cost is incurred.

9—Should a substantial portion of the leased premises be damaged by the negligence or wilful misconduct of Lessee, his agents or employees, or any cause beyond the reasonable control of Lessor, Lessor, without prejudice to a claim for damages it might have, shall have the right to terminate this lease without liability; provided, however, that such termination right can only be exercised during a period of not more than ten (10) days following the date Lessor acquired knowledge of such damages and the cause thereof.

10—Lessee shall exercise and be responsible for exclusive control of the leased premises.

11—Should Lessee fail to make payment of any rentals when due and fail to remedy such default within five (5) days thereafter, Lessor can terminate this lease.

Should Lessee at any time fail to comply with any of his other obligations hereunder, excepting those provisions wherein Lessor is already given an express right to termi-

nate the lease, and fail to remedy such default within fifteen (15) days after receipt of notice from Lessor specifying the default, Lessor can terminate the lease.

Whenever this lease shall terminate, Lessee hereby waives all right to any notice or demand to quit possession as prescribed by any statute then in force relating to summary process, and Lessor shall have the right to retake possession of the leased premises, together with products and merchandise located thereon, such products and merchandise to be accounted for in accordance with law and the respective rights of the parties at such time.

12—Lessee agrees that, if this lease is cancelled by Lessor because of breach thereof by Lessee, Lessee for a period of six (6) months thereafter will not engage, directly nor indirectly, in the service station business within two (2) miles of the leased premises.

13—If Lessee dies, the lease shall terminate automatically. If Lessee becomes involved in any insolvency or bankruptcy proceeding, or executes an assignment for the benefit of creditors, Lessor shall have the right to terminate this lease.

14—This lease is personal, does not permit absentee operation, shall not be assigned by Lessee either voluntarily or by operation of law, and Lessee shall not sublet the whole or any part of the leased premises.

15—Subject to the terms and conditions of Lessor's credit card program, outlined by Lessor from time to time, Lessor will (1) accept from Lessee assignment of accounts which result from retail credit sales made by Lessee to holders of valid Atlantic credit cards or those of other companies coming under Atlantic's credit privilege program and (2) pay or credit Lessee the amount thereof. Either party may terminate this credit card arrangement by giving to the other not less than 48 hours' advance written notice without termination or cancellation of any other provisions of this lease.

16—A waiver of any breach hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent breach whether of the same or of a different provision of this lease.

17—Lessor reserves the right to enter the premises at all reasonable times for the purpose of ascertaining Lessee's compliance with the agreements herein contained and for making necessary repairs and replacements.

18—This lease is subject to the terms and conditions of any existing lease or contract governing Lessor's rights to the leased premises. Lessee, in no event, shall have or claim any right of possession or occupation of said leased premises at variance with the terms or beyond the period of Lessor's right thereto.

As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

19—Any notice from one party to the other shall be in writing and shall be deemed to have been given if sent by registered mail addressed to Lessor at and to Lessee at the leased premises.

20—This lease contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This lease cannot be amended except by written instrument duly executed by both parties.

In Witness Whereof, the parties have executed this lease as of the day and year first hereinabove written.

The Atlantic Refining Company
Incorporated

By
Regional Manager of Marketing

Witnesses:

2111

COMMISSION EXHIBIT NO. 89.

Atlantic

This Agreement, made this day of,
19..... between The Atlantic Refining Company,
hereinafter called Atlantic, and
of, County of
State of, hereinafter called Dealer.

Whereas, Atlantic has established a credit privilege
which may be used by dealers permitting the assignment
to Atlantic of accounts resulting from the sale of specified
merchandise and services to customers whose credit has
been approved by Atlantic, and

Whereas, Dealer desires to avail himself of said privilege.

Now, Therefore, This Agreement Witnesseth:

Atlantic will accept assignment of accounts which result
from sales made by Dealer at Dealer's discretion on credit
and will pay or credit Dealer the amount thereof, subject
to the following terms and conditions:

1. Credit to be extended only for merchandise or service specified by Atlantic as coming under the credit privilege.

2. Customer to present to Dealer a valid Atlantic credit card or to be otherwise authorized in writing by Atlantic to receive credit. Customer to sign the delivery ticket.

3. Such credit sales to be made at prices set by Dealer and recorded on forms supplied by Atlantic.

4. Dealer to assign to Atlantic the accounts for such sales at such times and under such procedure as Atlantic may establish from time to time.

Dealer agrees to the terms and conditions hereof, and, as to any account assigned by Dealer to Atlantic, authorizes Atlantic to refuse payment or charge back to Dealer for any of the following reasons:

1. Sale of merchandise or service not specified by Atlantic for credit card sale.
2. Sale made to person not authorized by Atlantic to receive credit or to person whose credit has been suspended.
3. Sale not assigned to Atlantic promptly or in accordance with procedure established by Atlantic from time to time.

This Agreement shall continue so long as Dealer continues as a dealer of products of Atlantic unless terminated prior thereto by either party hereto giving to the other 48 hours' notice in writing of such intention to terminate.

The Atlantic Refining Company

By

..... (Seal)

..... (Seal)

Atlantic

This Agreement, made as of this day of, 19..... between The Atlantic Refining Company, hereinafter called Atlantic, and of, County of, State of, hereinafter called Dealer.

Whereas, Atlantic has established a credit privilege program, which may be used by dealers, permitting the assignment to Atlantic of accounts resulting from the sale of authorized types of merchandise and services to customers whose credit has been approved by Atlantic, or such other companies as Atlantic shall specify, and

Whereas, Dealer desires to avail himself of said privilege.

Now, Therefore, This Agreement Witnesseth:

Atlantic will accept assignment of accounts which result from sales made by Dealer at Dealer's discretion on credit

and will pay or credit Dealer the amount thereof, subject to the following terms and conditions:

1. Credit to be extended only for merchandise and services authorized under the credit privilege program referred to above.

2. Customer to present to Dealer a valid credit card of Atlantic or other companies coming under Atlantic's credit privilege program, or to be otherwise authorized in writing by Atlantic to receive credit. Customer to sign the delivery ticket or other evidence of sale authorized by Atlantic.

3. Such credit sales to be made at prices set by Dealer and recorded on forms supplied or authorized by Atlantic.

4. Dealer to assign to Atlantic the accounts for such sales at such times and under such procedure as Atlantic may establish from time to time.

Dealer agrees to the terms and conditions hereof, and, as to any account assigned by Dealer to Atlantic, authorizes Atlantic to refuse payment or charge back to Dealer for any of the following reasons:

A. Sale of merchandise or service not authorized under the credit privilege program.

B. Sale made to person not authorized at time of sale to receive credit under the Atlantic credit privilege program.

C. Sale not assigned to Atlantic promptly or in accordance with procedure established by Atlantic from time to time.

D. Delivery tickets not prepared in accordance with instructions issued from time to time by Atlantic.

This Agreement shall continue so long as Dealer continues as a dealer of products of Atlantic, unless terminated by either party giving to the other not less than 48 hours' advance written notice of termination.

The Atlantic Refining Company

By

2114

COMMISSION EXHIBIT NO. 90A-B.

Atlantic

This Agreement, made as of _____ 195____, between The Atlantic Refining Company, _____ a Pennsylvania corporation, hereinafter called Atlantic, and _____, hereinafter called Buyer, of _____ County of _____ State of _____, who represents that he is the _____ of certain premises at: _____ County of _____ State of _____

Witnesseth, That in consideration of the mutual promises and undertakings of the parties hereto, it is agreed as follows:

1. Equipment Loan. Atlantic, reserving the right of addition, change, substitution, and maintenance, lends to Buyer for the purpose of storage and sale of motor fuel purchased solely from Atlantic and for no other purpose, equipment that has been installed or which Atlantic may install, which shall remain personalty and the property of Atlantic, and which Buyer shall not remove, but shall repair and maintain, as follows:

2. Sale and Delivery. Buyer shall buy from Atlantic and Atlantic shall deliver to Buyer for sale from said equipment _____ gallons of motor fuel annually. Atlantic shall not be required to deliver and Buyer shall not be obliged to accept more than one-eighth of such annual gallonage in any calendar month. Atlantic shall deliver on Buyer's order and Buyer shall order and accept not less than one-twentieth of such annual gallonage in any calendar month. The times, manner and quantities of deliveries shall be in accordance with Atlantic's current practice in effect from time to time. Buyer is not and shall

not hold himself out as the agent of Atlantic. Buyer shall take such steps as may be necessary to so inform the public, and shall conduct all business in such motor fuel in Buyer's name, conspicuously displaying his name on the premises.

3. Price and Terms. Buyer shall pay for all products delivered hereunder the price established from time to time by Atlantic for buyers in the same classification as Buyer in effect at the time and place of delivery to Buyer, together with all taxes which Atlantic may be required to pay or collect with respect to the manufacture, sale, delivery or use of such products. Payment shall be in cash at the time of delivery unless credit has been extended; Atlantic, in its sole discretion, may modify or terminate the extension of credit terms.

4. Delivery Tolerance. Buyer shall not be obligated to accept deliveries if unable to operate his business upon said premises by reason of fire, flood, war, civil commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition or request of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration or regulation, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

2115 5. Indemnity. Buyer shall indemnify and save harmless Atlantic, its successors and assigns, agents or employees, from any and all liability or claims for loss, damage or injury to any person or property, including the person or property of Buyer, his agents, employees and all other persons and property, resulting directly or indirectly from any leakage, fire or explosion of any products stored or contained in, passing through or removed from equipment lent under this agreement, or resulting from the installation, maintenance, repair, use or condition of such equipment, and any attachments or appliances used, connected, installed or furnished therewith.

6. Quality. All products delivered to the premises by Atlantic shall be sold by Buyer under their respective trademarks and brands and shall not be adulterated, mixed or blended with any other substance. Atlantic, at any reasonable time, may enter upon the premises, inspect equipment used for storing or dispensing products purchased from Atlantic, test and take samples of such products.

7. Time. This Agreement shall be in effect from _____, 19____ to _____ 19____ or until _____ gallons of motor fuel are delivered to Buyer for sale from said equipment, whichever shall last occur, and from year to year thereafter unless cancelled as hereinafter provided.

8. Termination and Cancellation. This agreement may be terminated by either party, effective at the end of the original term or of any subsequent year, by sixty (60) days' prior written notice to the other party. At any time upon breach by either party the other party may cancel this agreement effective upon written notice to the other party. Issuance or entry against Buyer or the premises of any judgment, execution, distress for rent or other process, or financial embarrassment or insolvency or involvement in bankruptcy of Buyer, shall constitute a breach of this

agreement by Buyer. Any notice by Atlantic to Buyer shall be deemed to be sufficiently given if either delivered to Buyer or mailed by registered mail, postage prepaid, and addressed to Buyer at the above identified premises, whether or not received.

Upon termination or cancellation for any cause Atlantic shall have the right to enter upon the premises with or without legal process and remove the equipment or any part thereof without liability for injury or damage. Upon cancellation by Atlantic for any breach and exercise by Atlantic of its right to remove equipment Buyer shall pay to Atlantic the sum of Dollars (\$.....) as reimbursement for the agreed upon cost of installation and removal of the equipment and improvements, or, at its option, Atlantic may leave the equipment in place and upon demand Buyer shall pay the sum of Dollars (\$.....) the agreed upon value of the equipment and improvements and upon payment title thereto shall pass to Buyer.

At its election Atlantic may keep the equipment in place for a reasonable time to negotiate for its sale or other disposition. In no event shall Atlantic be obligated to remove any underground equipment.

9. General Provisions. Buyer shall secure all necessary licenses and permits, and all renewals thereof, now or hereafter necessary in connection with the possession or use of the equipment or conducting business on the premises, and shall pay all taxes, imposts or charges imposed by any governmental authority incident thereto or arising therefrom. Buyer shall promptly provide Atlantic with the written consents to this agreement of the owner and of all holders of liens secured by said premises, confirming Atlantic's title to and right of removal of the equipment and shall, in the event of any subsequent sale of the premises, or subsequent attachment of lien, provide Atlantic

with similar consents from such subsequent owners or lien holders. This agreement is not assignable, constitutes the entire understanding of the parties and may not be changed except by a written agreement executed by both parties.

In Witness Whereof, the parties have executed this agreement as of the day first mentioned.

The Atlantic Refining Company

By.....
 (Seal)
 (Seal)
 (Seal)

Witnesses:

.....

Consent and Confirmation

Each of the undersigned as owner, part owner, mortgagee, or lien holder, for himself, his legal representatives, successors and assigns, in consideration of the installation or continuance in place of equipment covered by the foregoing agreement, hereby consents thereto and agrees to be bound by the terms and conditions thereof with respect to installation, removal, substitution, maintenance or disposition, and hereby waives all right to hold, distrain, mortgage, claim or levy upon any of such equipment or any part thereof, and hereby agrees to accept title to any underground equipment not removed by Atlantic upon notice by Atlantic of its intention not to remove same.

..... (Seal)
 (Seal)

Witness:

.....

2116

COMMISSION EXHIBIT No. 90C-D.

Bailment Agreement.

Atlantic

The Atlantic Refining Company, a Pennsylvania corporation, hereinafter called Atlantic, and hereinafter called Buyer, of County of State of, who represents that he is the of certain premises at:

.....
County of State of

Witnesseth, that in consideration of the mutual promises and undertakings of the parties hereto, it is agreed as follows:

1. Equipment Loan. Atlantic, reserving the right of addition, change, substitution, and maintenance, lends to Buyer for the purpose of storage and sale of motor fuel purchased solely from Atlantic and for no other purpose, equipment that has been installed or which Atlantic may install, which shall remain personalty and the property of Atlantic, and which Buyer shall not remove, but shall repair and maintain, as follows:

2. Sale and Delivery. Buyer shall buy from Atlantic and Atlantic shall deliver to Buyer for sale from said equipment gallons of motor fuel annually. Atlantic shall not be required to deliver and Buyer shall not be obliged to accept more than one-eighth of such annual gallonage in any calendar month. Atlantic shall deliver on Buyer's order and Buyer shall order and accept not less than one-twentieth of such annual gallonage in any calendar month. The times, manner and quantities of deliveries shall be in accordance with Atlantic's current

practice in effect from time to time. Buyer is not and shall not hold himself out as the agent of Atlantic. Buyer shall take such steps as may be necessary to so inform the public, and shall conduct all business in such motor fuel in Buyer's name, conspicuously displaying his name on the premises.

3. Price and Terms. Buyer shall pay for all products delivered hereunder the price established from time to time by Atlantic for buyers in the same classification as Buyer in effect at the time and place of delivery to Buyer, together with all taxes which Atlantic may be required to pay or collect with respect to the manufacture, sale, delivery or use of such products. Payment shall be in cash at the time of delivery unless credit has been extended; Atlantic, in its sole discretion, may modify or terminate the extension of credit terms.

4. Delivery Tolerance. Buyer shall not be obligated to accept deliveries if unable to operate his business upon said premises by reason of fire, flood, war, civil commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition or request of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration or regulation, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right

in its sole discretion to restrict or cease deliveries hereunder.

2117 5. Indemnity. Buyer shall indemnify and save harmless Atlantic, its successors and assigns, agents or employees, from any and all liability or claims for loss, damage or injury to any person or property, including the person or property of Buyer, his agents, employees and all other persons and property, resulting directly or indirectly from any leakage, fire or explosion of any products stored or contained in, passing through or removed from equipment lent under this agreement, or resulting from the installation, maintenance, repair, use or condition of such equipment, and any attachments or appliances used, connected, installed or furnished therewith.

6. Quality. All products delivered to the premises by Atlantic shall be sold by Buyer under their respective trademarks and brands and shall not be adulterated, mixed or blended with any other substance. Atlantic, at any reasonable time, may enter upon the premises, inspect equipment used for storing or dispensing products purchased from Atlantic, test and take samples of such products.

7. Time. This Agreement shall be in effect from....., 19..... to, 19..... or until..... gallons of motor fuel are delivered to Buyer for sale from said equipment, whichever shall last occur, and from year to year thereafter unless cancelled as hereinafter provided.

8. Termination and Cancellation. This agreement may be terminated by either party, effective at the end of the original term or of any subsequent year, by sixty (60) days' prior written notice to the other party. At any time upon breach by either party the other party may cancel this agreement effective upon written notice to the other party. Issuance or entry against Buyer or the

premises of any judgment, execution, distress for rent or other process, or financial embarrassment or insolvency or involvement in bankruptcy of Buyer, shall constitute a breach of this agreement by Buyer. Any notice by Atlantic to Buyer shall be deemed to be sufficiently given if either delivered to Buyer or mailed by registered mail, postage prepaid, and addressed to Buyer at the above identified premises, whether or not received.

Upon termination or cancellation for any cause Atlantic shall have the right to enter upon the premises with or without legal process and remove the equipment or any part thereof without liability for injury or damage. Upon cancellation by Atlantic for any breach and exercise by Atlantic of its right to remove equipment Buyer shall pay to Atlantic the sum of Dollars (\$.....) as reimbursement for the agreed upon cost of installation and removal of the equipment and improvements, or, at its option, Atlantic may leave the equipment in place and upon demand Buyer shall pay the sum of Dollars (\$.....) the agreed upon value of the equipment and improvements and upon payment title thereto shall pass to Buyer.

At its election Atlantic may keep the equipment in place for a reasonable time to negotiate for its sale or other disposition. In no event shall Atlantic be obligated to remove any underground equipment.

9. General Provisions. Buyer shall secure all necessary licenses and permits, and all renewals thereof, now or hereafter necessary in connection with the possession or use of the equipment or conducting business on the premises, and shall pay all taxes, imposts or charges imposed by any governmental authority incident thereto or arising therefrom. Buyer shall promptly provide Atlantic with the written consents to this agreement of the owner and of all holders of liens secured by said premises, confirm-

ing Atlantic's title to and right of removal of the equipment and shall, in the event of any subsequent sale of the premises, or subsequent attachment of lien, provide Atlantic with similar consents from such subsequent owners or lien holders. This agreement is not assignable, constitutes the entire understanding of the parties and may not be changed except by a written agreement executed by both parties.

In Witness Whereof, the parties have executed this agreement as of the day first mentioned.

By.....

..... (Seal)

..... (Seal)

Witness:

..... (Seal)

Consent and Confirmation.

Each of the undersigned as owner, part owner, mortgagee, or lien holder, for himself, his legal representatives, successors and assigns, in consideration of the installation or continuance in place of equipment covered by the foregoing agreement hereby consents thereto and agrees to be bound by the terms and conditions thereof with respect to installation removal substitution maintenance or disposition and hereby waives all right to hold, distrain, mortgage, claim or levy upon any of such equipment or any part thereof, and hereby agrees to accept title to any underground equipment not removed by Atlantic upon notice by Atlantic of its intention not to remove same.

..... (Seal)

Witness:

..... (Seal)

Atlantic

Agreement made this day of 19.....
between The Atlantic Refining Company,
a Pennsylvania Corporation, hereinafter called Atlantic,
and

..... hereinafter called Buyer, Witnesseth:

Sale: Atlantic agrees to sell and Buyer agrees to purchase Atlantic Automotive Lubricants herein named as ordered by Buyer estimated for each successive 12-month period at barrels, during the period between 19....., and 19.....

Atlantic shall not be required, without its written consent, in any one month to deliver more than one-eighth ($\frac{1}{8}$) of the estimated 12-month purchases mentioned above.

Duration: Upon the expiration of the original term, this Agreement shall continue in effect from year to year, unless terminated at the end of the original or any subsequent term by either party giving to the other, at least thirty (30) days prior written notice. Except that if Buyer makes no purchases hereunder during twelve (12) consecutive months, this Agreement hereupon shall terminate without notice by either party.

Prices: Buyer shall pay for products purchased hereunder at Atlantic's established prices therefor in effect at the time and for the place of delivery as shown in the "Atlantic Automotive Lubricants Price Schedule." A copy of the current schedule effective is attached to this Agreement and made a part hereof. Atlantic reserves the right to change without notice at any time during the term of this Agreement the prices and discounts specified in the "Atlantic Automotive Lubricants Price Schedule." Prices referred to, or provided

for in this Agreement, do not apply to purchases by Buyer at service stations.

Terms: Cash, unless credit is established with Atlantic Credit Department. If credit is established, and during the continuance of this Agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this contract are to be made at par.

Force Majeure: Buyer shall not be obligated to accept deliveries if unable to operate his business by reason of fire, flood, war, civil commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery of any product due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes, or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution, which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

Assignment: This Agreement shall not be assigned or transferred by Buyer, in whole or in part, without the written consent of Atlantic.

General: This Agreement constitutes the full understanding between the parties hereto with reference to the

*Atlantic's compliance therewith
or by governmental prohibition
regulation or priority; or
from any other*

subject matter hereof. Neither party shall claim any amendment, modification, extension or release from any provision hereof by mutual agreement, acknowledgment, acceptance of purchase-order forms, or otherwise, unless the same is in writing, signed by the other party, and specifically stating it is an amendment or extension of this Agreement.

Failure of Atlantic to deliver in the packages ordered shall not be considered a breach of this Agreement.

Atlantic shall not be responsible under any circumstances for any consequential damages or injuries.

All products when shipped shall be uniform in quality and up to Atlantic's standards.

This Agreement cancels and supersedes as of the beginning of the 12-month period set forth above, all former Atlantic Automotive Lubricant Agreements now in effect between the parties.

In Witness Whereof the parties have executed this Agreement as of the day and year aforesaid.

The Atlantic Refining Company

Buyer

By

2120 COMMISSION EXHIBIT NO. 92A-B.

Agreement made this day of, 19...; between The Atlantic Refining Company,, a Pennsylvania corporation, hereinafter called Atlantic, and, hereinafter called Buyer, Witnesseth:

Sale: Atlantic agrees to sell and Buyer agrees to purchase Atlantic Automotive Lubricants herein named as ordered by Buyer estimated for each successive 12-month period at barrels, during the period between, 19..., and, 19....

Upon the expiration of the original term, this Agreement

shall continue in effect from year to year, unless terminated at the end of the original or any subsequent term by either party giving to the other, at least thirty (30) days prior written notice, except that if Buyer makes no purchases hereunder during twelve (12) consecutive months, this Agreement hereupon shall terminate without notice by either party.

Atlantic shall not be required, without its written consent, in any one month to deliver more than one-eighth ($\frac{1}{8}$) of the estimated 12-month purchases mentioned above.

	Price Per Gallon			
	Drums*		5-Gal. Util.	2½ 1-Qt. 5-Qt. Cans Cans
Bulk.	55 Gal.	13 Gal.	Bkt.	Case Per Case
Motor Oils				
Atlantic Motor Oil.....				
Atlantic Aviation Motor Oil..				
Atlantic Ultramo Motor Oil..				
Kearsarge Motor Oil.....				
Gear Lubricants				
Atlantic Gear Oil.....				
Atlantic Ultragear Oil.....				
Atlantic A. T. Fluid.....				
Automotive Specialties				
Atlantic Motor Valve Oil.....				
Atlantic Penetrating Oil.....				
Atlantic Zerol				
Atlantic Motor Flushing Oil..				

Above prices do not include 6¢ per gallon Federal tax.

	Price Per Lb.		Price Per Pkg.	
	400-lb. Drums*	100-lb. Drums*	35-lb. Bkt.	5-lb. Tin
Automotive Greases				
Atlantic Chassis Lubricant...				
Atlantic Lubricant "A".....				
Atlantic Universal Joint Grease				
Atlantic Wheel Bearing Grease				
Atlantic Water Pump Lubricant				
Atlantic Motor Grease No. 1..				
Atlantic Motor Grease No. 3..				
Atlantic Lubricant "D".....				
Atlantic Rust Preventive.....				

Other size cans and packages at prices established by Atlantic.

* Prices for shipment of products in steel barrels and drums are for the contents only. Atlantic reserves the right, at its option, to make deliveries

(Continuation of this Agreement on other side hereof.)

2121 Atlantic shall have the right to increase or decrease any price under this Agreement without notice at any time during the term of this Agreement. Prices provided for in this Agreement do not apply to purchases by Buyer at service stations. Prices shown herein are F.O.B. destination Atlantic's Distributing Territory. Prices for motor oils are for minimum shipments of 25 gallons in packages or 25 gallons in bulk.

Delivery Discount: A special discount of 3¢ per gallon on Atlantic Automotive Oils and 3¢ per pound on Atlantic Automotive Greases will be allowed on minimum deliveries of 300 gallons and over. (8 pounds of grease equals one gallon) at one time to one destination. This discount does not apply to bulk deliveries.

Taxes: Any tax or other charge now or hereafter imposed by law, domestic or foreign, upon any product herein sold or on the production, manufacture, sale, transportation or delivery thereof, or on this Agreement, which Atlantic is required to pay or collect, shall be added to the price herein stated and paid by Buyer.

Terms: Cash, unless credit is established with Atlantic's Credit Department. If credit is established, and during the continuance of this Agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this contract are to be made at par.

Force Majeure: Buyer shall not be obligated to accept

in drums or in steel barrels. Such barrels and drums remain the property of Atlantic, are for transportation purposes only and are to be returned promptly. A charge will be made for each steel barrel and for each drum at the rate established by Atlantic in effect at time of shipment. Upon return of such containers in good condition within 90 days of shipment an amount equal to the charge will be refunded. These charges are not subject to cash discount.

deliveries if unable to operate his business by reason of fire, flood, war, civil commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery of any product due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes, or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic are impaired by causes beyond Atlantic's control or by the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration, regulation or priority, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

Assignment: This Agreement shall not be assigned or transferred by Buyer, in whole or in part, without the written consent of Atlantic.

General: This Agreement constitutes the full understanding between the parties hereto with reference to the subject matter hereof. Neither party shall claim any amendment, modification, extension or release from any provision hereof by mutual agreement, acknowledgment, acceptance of purchase-order forms, or otherwise, unless the same is in writing, signed by the other party, and specifically stating it is an amendment or extension of this Agreement.

Failure of Atlantic to deliver in the packages ordered shall not be considered a breach of this Agreement.

Atlantic shall not be responsible under any circumstances for any consequential damages or injuries.

This Agreement cancels and supersedes as of the beginning of the 12-month period set forth above, all former Atlantic Automotive Lubricant Agreements now in effect between the parties.

In Witness Whereof the parties have executed this Agreement as of the day and year aforesaid.

The Atlantic Refining Company

By

Büyer.

By.

2122

COMMISSION EXHIBIT NO. 93.

COMMISSION AGREEMENT

This Agrément made this 7 day of 1951 between The Atlantic Refining Company, a Pennsylvania corporation, herein called "Atlantic"

and of _____ herein
called "Dealer".

Witnesseth

That in consideration of the promises of the parties hereto it is mutually covenanted and agreed as follows:

1. The Atlantic agrees to deliver to the Dealer at the Atlantic service station leased to Dealer at within days after the date of this Agreement, upon consignment, for sale by the Dealer, gallons of gasoline. During each week thereafter the Atlantic will deliver to the Dealer at said service station that number of gallons of gasoline which when added to the number of gallons then in the Dealer's tanks shall equal gallons, thus replacing the gasoline sold by the Dealer since the preceding delivery.

2. At the time of each weekly delivery the Dealer will pay to the Atlantic an amount of money equal to the number of gallons then delivered, multiplied by the price per gallon then posted at the Dealer's service station, less a commission of _____ on the number of gallons delivered, plus rent equal to _____ for each gallon delivered. (The number of gallons delivered will equal the number of gallons sold since the preceding delivery.)

2124 3. At the end of each month the Atlantic will determine the number of gallons, exclusive of the first delivery, delivered by the Atlantic to the Dealer during that month. That number shall be multiplied by 3¢. If the result is less than \$216.00, the Atlantic shall forthwith pay to the Dealer the difference between \$216.00 and the result.

4. The Atlantic will fix the service station price which the Dealer will post and at which the Dealer will sell the gasoline consigned by the Atlantic to the Dealer hereunder.

5. The Atlantic shall have a right to enter upon the Dealer's premises at any time for the purpose of determining the number of gallons of Atlantic's gasoline then on hand.

6. If at the time of any weekly delivery when a weekly payment is due from the Dealer to the Atlantic the Dealer fails to pay the amount then due the Atlantic hereunder, the Atlantic may forthwith terminate this Agreement and may take possession of and title to a sufficient amount of personal property belonging to the Dealer, located on said premises, which at the invoice price thereof to the Dealer will equal the amount then due from the Dealer to the Atlantic, and the Atlantic shall apply said invoice price of said personal property in reduction of the indebtedness of the Dealer to the Atlantic.

7. The term of this Agreement is one year from the date hereof; provided, however, that either party may terminate this Agreement on thirty days' written notice delivered to the other party, and this Agreement shall terminate on the 30th day following the delivery of such written notice. Written notice may be delivered by depositing the same in the United States registered mail, postage prepaid, addressed to the Atlantic at and to the Dealer at said service station.

8. This Agreement will terminate prior to the expiration of the term hereof if that certain lease of said service station from the Atlantic to the Dealer terminates prior to the expiration of the term of this Agreement.

2126 9. Except as herein specified, the Atlantic shall have no control whatsoever over the operation of said service station by the Dealer, the purchase and sale of other commodities by the Dealer, the number or nature of employees employed by the Dealer, or otherwise.

Executed the day and year first above written.

The Atlantic Refining Company.

By.....

Difference Between Service Station Price and Dealer Tank Wagon Price	Commission Allowed at Time of Delivery	Credited to Rent Account Provided Dealer Is Lessee From Atlantic
4.5 or more.	3.0	1.5
4.4	2.9	1.5
4.3	2.8	1.5
4.2	2.7	1.5
4.1	2.6	1.5
4.0	2.5	1.5
3.9	2.4	1.5
3.8	2.3	1.5
3.7	2.2	1.5
3.6	2.1	1.5
3.5	2.0	1.5
3.4	1.9	1.5
3.3	1.8	1.5
3.2	1.7	1.5
3.1	1.6	1.5
3.0	1.5	1.5
2.9	1.4	1.5
2.8	1.3	1.5
2.7	1.2	1.5
2.6	1.1	1.5
2.5	1.0	1.5
2.4	.9	1.5
2.3	.8	1.5
2.2	.7	1.5
2.1	.6	1.5
2.0	.5	1.5
1.9	.4	1.5
1.8	.3	1.5
1.7	.2	1.5
1.6	.1	1.5
1.5 or less	.0	1.5

3. If, in any calendar month, Dealer's commission hereunder, based on the above schedule in Paragraph 2, is

less than Two Hundred and Sixteen Dollars (\$216.00) excluding commission credited to the Dealer's rent account, Atlantic, by the twentieth day of the following month, shall pay to Dealer the difference between said amount and the commission already received for that month by Dealer. If this Agreement is in effect for a portion of any calendar month the amount of Two Hundred and Sixteen Dollars (\$216.00) shall be adjusted ratably for such month to reflect the number of days that this Agreement is in effect during such month.

4. Atlantic shall establish the service station price which Dealer shall post and at which Dealer shall sell the gasoline consigned by Atlantic to Dealer hereunder.

5. Atlantic shall have the right to enter upon the premises at the above location at any time for the purpose 2132 of determining the number of gallons of Atlantic gasoline consigned hereunder then on hand.

6. Title to gasoline delivered from time to time to Dealer to replenish or augment the original Consignment Inventory shall not pass to Dealer, but it shall be considered as though said gasoline had been part of the original Consignment Inventory.

7. If Dealer is lessee from Atlantic of the above service station under a lease on Atlantic's B-3191 form, during the continuance of this Agreement, Atlantic shall reimburse Dealer for Dealer's expenditures covering charges for sewerage, water, gas and electricity consumed or used by Dealer at said service station and all expense of heating same. Atlantic shall also reimburse Dealer for expenditures covering any municipal licenses or charges based on the number of gasoline dispensing pumps on said service station and the storage of gasoline therein. In addition, during the continuance of this Agreement, paragraph 2 of said B-3191 lease and any amendment or modification thereof now in effect shall be suspended and in lieu thereof the following provision shall be in effect:

"2—Lessee shall pay to Atlantic rental at the rate of one and one-half cents (1½¢) per gallon on each gallon of gasoline delivered to said leased premises required to replenish the Consignment Inventory under lessee's then current Commission Dealer Agreement."

Upon termination of this Agreement the rental as provided for in said suspended paragraph 2 shall become reinstated, subject to any amendment or modification of said paragraph 2 which was in effect on the date hereof.

8. This Agreement may be terminated by either party upon giving thirty days' notice to the other party. Any notice from one party to the other shall be in writing and shall be deemed to have been given if sent by registered mail addressed to Atlantic at 260 South Broad St., Philadelphia 1, Pennsylvania and to Dealer at the leased premises, subject to the right of either party to designate in writing a new address to which notices may be sent.

9. Notwithstanding the provisions of Paragraph 8 hereof, if the service station to which deliveries are made is leased by Dealer from Atlantic and if such lease is terminated, this Agreement shall terminate concurrently with said lease.

2134 10. Upon termination of this Agreement, Dealer shall account to Atlantic for the consigned gasoline as follows:

(a) Gasoline on hand shall be returned to Atlantic; or Dealer, at Dealer's option, shall purchase such gasoline at Atlantic's prevailing Dealer-Tank Wagon price applicable at that location on date of termination.

(b) The difference between Dealer's "Consignment Inventory" and the quantity of gasoline on hand on date of termination shall be settled for as provided in Paragraph 2 hereof on the basis of the service station price established by Atlantic and effective on date of termination.

11. Except as herein specified, Atlantic shall have no control whatsoever over the operation of said service station by Dealer, the purchase and sale of other commodities by Dealer, the number or nature of employees employed by Dealer, or otherwise.

Executed as of the day and year first above written.

The Atlantic Refining Company

By

Regional Manager of Marketing

Dealer

2136

COMMISSION EXHIBIT NO. 95A-C.

Authorized Distributor's Agreement.

This Agreement made this _____ day of _____, 195____, between The Atlantic Refining Company, _____, a corporation of the Commonwealth of Pennsylvania, hereinafter called Atlantic, and _____ of _____, County of _____ State of _____, hereinafter called Buyer,

Whereas Atlantic is a marketer of Atlantic branded petroleum products, and

Whereas Buyer is desirous of obtaining the privilege of acting as an authorized distributor for Atlantic of such petroleum products,

Witneseth:

Product and Quantity. Atlantic agrees to sell and Buyer agrees to purchase, _____ gallons of Atlantic White Flash and _____ gallons of Atlantic Hi-Arc and such additional quantities of each product as Buyer shall order from time to time, provided that Atlantic shall not be required to deliver in any one year more than _____ gallons of Atlantic White Flash or more than _____ gallons of Atlantic Hi-Arc.

Deliveries Deliveries hereunder shall be made in tank car or truck transport in approximate equal monthly quantities to the following bulk plant or plants of Buyer:

Resale In Authorized Territory In consideration of Atlantic's granting to Buyer the privilege of acting as an authorized distributor for Atlantic in and about the territory described below, Buyer's purchases under this agreement shall be only for resale to consumers and to regularly established dealers by tank truck delivery. Buyer shall diligently further the sale of Atlantic's products during the period this agreement is effective.

Period Of Time This agreement shall extend from and from year to year thereafter unless terminated by either party at the end of the original term or at the end of any subsequent contract year by giving at least ninety (90) days prior written notice to the other party.

Price The price shall be determined as follows:

2137 Freight Charges When shipments are made "freight collect", allowance for freight will be made on the face of the invoice.

Terms of Payment

If credit is established, and during the continuance of this agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this agreement are to be made at par.

Shipments Buyer shall give Atlantic shipping instructions at least ten (10) days prior to the time shipments are desired, and when possible inform Atlantic the quantity desired for any one month thirty (30) days before the first day thereof.

Tank cars or truck transports shipped hereunder are not to be diverted or reconsigned without written permission of Atlantic first obtained.

Taxes Any tax or other charge now or hereafter imposed by law, domestic or foreign, on any product herein sold, or on the production, manufacture, sale, transportation or delivery thereof, or on this agreement, which Atlantic is required to pay or collect, shall be added to the price herein provided for and paid by Buyer.

2138 **Unloading** Buyer promptly shall receive shipments or unload the transportation facilities employed, return empty cars as instructed and pay demurrage, tank car rental and all other charges or damages for delay in receipt or unloading.

Tetraethyl Lead Regulations Buyer shall distribute and sell any tetraethyl lead treated gasoline purchased under this agreement in accordance with the rules and regulations now or hereafter issued by Atlantic's suppliers of tetraethyl lead, United States Public Health Service or any governmental agency having jurisdiction thereof, and Buyer at all times shall keep any purchaser for resale of said gasoline informed of all said rules and regulations, and shall require that said purchaser for resale comply with said rules and regulations and that he inform all who purchase from him for resale of said rules and regulations. Buyer shall afford medical and mechanical representatives of such suppliers every reasonable facility to inspect any apparatus, equipment or other property used by Buyer in connection with the distribution and sale of said treated gasoline; and Buyer shall require that each purchaser for resale afford similar facilities for medical and mechanical inspection by such suppliers.

Force Majeure Buyer shall not be obligated to accept deliveries if unable to operate Buyer's business by reason of fire, flood, war, civil commotion, strikes, blockade or causes beyond Buyer's control. Atlantic shall not be re-

sponsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes or any other difference with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition or request of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration or regulation, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in Atlantic's sole discretion to restrict or cease deliveries hereunder.

Claims No claim of Buyer on account of shortage in quantity or defect in quality of the products delivered hereunder or for any other cause shall be allowed unless Buyer immediately upon receipt of the shipment and at least twenty-four (24) hours before the unloading thereof notifies Atlantic in writing or by telegram addressed to Atlantic at 260 South Broad Street, Philadelphia 1, Pa., of such claim and extends to Atlantic the opportunity of making an investigation.

Advertising Atlantic shall loan to Buyer, under separate bailment agreement, the globes or lenses required for gasoline dispensing equipment used by Buyer or Buyer's customers in the distribution of such products purchased from Atlantic. Atlantic, at Atlantic's option, may also loan to Buyer, under separate bailment agreement, Atlantic's approved advertising signs. Buyer shall supply all other dispensing equipment and advertising signs.

Trade Marks Atlantic grants to Buyer during the period of this agreement the right to use and display Atlantic's trade mark or marks, covering the products purchased

from Atlantic, but such right or privilege shall cease at the termination of this agreement.

Conflicting Laws Or Regulations This agreement contemplates full compliance with all laws, ordinances, and regulations, from whatever authority the same may emanate, having application to the parties hereto or subject matter hereof; and in the event this agreement, or any procedure or action therein imposed upon either party hereto, shall at any time appear to be determined to be in conflict with any legal requirements imposed by any such authority, then this agreement shall immediately become inoperative and ineffective with respect thereto; and in any such event either party hereto shall have the right to cancel this agreement, subject to the obligation of Buyer to settle any unpaid balances due hereunder; and any obligation of Atlantic to make further deliveries hereunder shall terminate on the date of such cancellation.

Default Except for causes referred to above under the title "Force Majeure" a default under this agreement shall occur upon the happening of any of the following events: (a) failure of Atlantic to make deliveries to Buyer as herein stated; (b) failure of Buyer to order, accept or pay promptly for material in accordance with the provisions hereof; and (c) any adulteration or misrepresentation by Buyer of the product or products of Atlantic.

Liquidated Damages In the event of any default, the party not in default may terminate this agreement by written notice to the other party given at any time within ten (10) days after knowledge of the existence of such default. If this agreement is so terminated Buyer shall be obligated to settle any unpaid balances due hereunder and the party in default shall be obligated to pay to the party so terminating the sum of one cent (1¢) for each gallon of product which for any reason is not delivered, or accepted, as provided herein up to the minimum quantities specified. Such sum shall be deemed full liquidated

damages for all losses resulting from such default. Waiver of any one or more defaults hereunder shall not preclude either party from exercising the right to terminate this agreement by reason of any subsequent default.

Sale of Business Should Buyer at any time during the period of this agreement desire to sell, lease or otherwise dispose of Buyer's petroleum business, or any substantial part thereof, Buyer shall give written notice to Atlantic of the price and terms of any offer to purchase, lease or otherwise acquire said business or part thereof, and Atlantic shall have the first option to purchase, lease or otherwise acquire such business or part thereof at the price and upon the terms of each such offer. Such option shall extend for a period of sixty (60) days following receipt of such notice by Atlantic, and if not exercised within said period it shall thereupon lapse. Any such sale, lease or other disposition by Buyer or failure of Atlantic to exercise any option hereunder shall not prejudice Atlantic's rights hereunder, and this agreement shall be and remain in full force and effect until its termination date.

Assignability This agreement shall not be assigned by either party without the written consent of the other party.

Constitutes Whole Agreement This instrument embodies the whole agreement between the parties and there are no oral promises or other understandings or conditions inducing its execution or qualifying its terms.

In Witness Whereof, the parties have caused these presents to be duly executed in duplicate the day and year above written.

The Atlantic Refining Company

By _____

Buyer .

By _____

Witness: _____

2140 COMMISSION EXHIBIT NO. 95D-F.

Atlantic Authorized Distributor's Agreement

This Agreement made this day of
195 , between The Atlantic Refining Company,
a corporation of the Commonwealth of Penn-
sylvania, hereinafter called Atlantic, and
of , County of
State of , hereinafter called Buyer,

Whereas Atlantic is a marketer of Atlantic branded
Witnesseth:

petroleum products, and

Whereas Buyer is desirous of obtaining the privilege of
acting as an authorized distributor for Atlantic of such
petroleum products,

Product and Quantity Atlantic agrees to sell and Buyer
agrees to purchase,

gallons of Atlantic Gasoline and
gallons of Atlantic Premium Gasoline and such
additional quantities of each product as Buyer
shall order from time to time, provided that Atlantic shall
not be required to deliver in any one year more than
gallons of Atlantic Gasoline or more than
gallons of Atlantic Premium Gasoline.

Deliveries—Deliveries hereunder shall be made in tank
car or truck transport in approximately equal monthly
quantities to the following bulk plant or plants of Buyer:

Resale In Authorized Territory—In consideration of
Atlantic's granting to Buyer the privilege of acting as an
authorized distributor for Atlantic in and about the terri-
tory described below, Buyer's purchases under this agree-
ment shall be only for resale to consumers and to regularly
established dealers by tank truck delivery. Buyer shall
diligently further the sale of Atlantic's products during
the period this agreement is effective.

Period of Time—This agreement shall extend from _____ and from year to year thereafter unless terminated by either party at the end of the original term or at the end of any subsequent contract year by giving at least ninety (90) days prior written notice to the other party.

Price—The price shall be determined as follows:

Credit Card Privilege—Atlantic will accept from Buyer assignment of accounts which result from retail credit sales made by Buyer at its own service station retail outlets or by service station Dealers purchasing Atlantic petroleum products from Buyer and will pay or credit Buyer the amount thereof, subject to the terms and conditions outlined by Atlantic from time to time. This arrangement will continue so long as Buyer continues to handle Atlantic petroleum products, unless terminated by either party giving to the other not less than forty-eight (48) hours advance written notice of termination.

Freight Charges—When shipments are made "freight collect", allowance for freight will be made on the face of the invoice.

Terms of Payment

If credit is established, and during the continuance of this agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this agreement are to be made at par.

Shipments—Buyer shall give Atlantic shipping instructions at least ten (10) days prior to the time shipments are desired, and when possible inform Atlantic the quantity desired for any one month thirty (30) days before the first day thereof.

Tank cars or truck transports shipped hereunder are not to be diverted or reconsigned without written permission of Atlantic first obtained.

Taxes—Any tax or other charge now or hereafter imposed by law, domestic or foreign, on any product herein sold, or on the production, manufacture, sale, transportation or delivery thereof, or on this agreement, which Atlantic is required to pay or collect, shall be added to the price herein provided for and paid by Buyer.

2141 **Unloading**—Buyer promptly shall receive shipments or unload the transportation facilities employed, return empty cars as instructed and pay demurrage, tank car rental and all other charges or damages for delay in receipt or unloading.

Tetraethyl Lead Regulations—Buyer shall distribute and sell any tetraethyl lead treated gasoline purchased under this agreement in accordance with the rules and regulations now or hereafter issued by Atlantic's supplies of tetraethyl lead, United States Public Health Service or any governmental agency having jurisdiction thereof, and Buyer at all times shall keep any purchaser for resale of said gasoline informed of all said rules and regulations, and shall require that said purchaser for resale comply with said rules and regulations and that he inform all who purchase from him for resale of said rules and regulations. Buyer shall afford medical and mechanical representatives of such suppliers every reasonable facility to inspect any apparatus, equipment or other property used by Buyer in connection with the distribution and sale of said treated gasoline; and Buyer shall require that each purchaser for resale afford similar facilities for medical and mechanical inspection by such suppliers.

Force Majeure—Buyer shall not be obligated to accept deliveries if unable to operate Buyer's business by reason of fire, flood, war, civil commotion, strikes, blockade or

causes beyond Buyer's control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes or any other difference with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition or request of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration or regulation, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in Atlantic's sole discretion to restrict or cease deliveries hereunder.

Claims—No claim of Buyer on account of shortage of quantity or defect in quality of the products delivered hereunder or for any other cause shall be allowed unless Buyer immediately upon receipt of the shipment notifies Atlantic of such claim, with subsequent confirmation in writing, and extends to Atlantic the opportunity of making an investigation.

Advertising—Atlantic shall loan to Buyer, under separate bailment agreement, the globes or lenses required for gasoline dispensing equipment used by Buyer or Buyer's customers in the distribution of such products purchased from Atlantic. Atlantic, at Atlantic's option, may also loan to Buyer, under separate bailment agreement, Atlantic's approved advertising signs. Buyer shall supply all other dispensing equipment and advertising signs.

Trade Marks—Atlantic grants to Buyer during the term of this agreement the right to use and display Atlantic's

trade mark or trade marks, covering the products purchased from Atlantic, but such right and privilege shall cease at the termination of this agreement and Buyer shall discontinue the use and display of Atlantic's trade mark or trade marks.

Conflicting Laws or Regulations—This agreement contemplates full compliance with all laws, ordinances, and regulations, from whatever authority the same may emanate, having application to the parties hereto or subject matter hereof; and in the event this agreement, or any procedure or action therein imposed upon either party hereto, shall at any time appear or be determined to be in conflict with any legal requirements imposed by any such authority, then this agreement shall immediately become inoperative and ineffective with respect thereto; and in any such event either party hereto shall have the right to cancel this agreement, subject to the obligation of Buyer to settle any unpaid balances due hereunder; and any obligation of Atlantic to make further deliveries hereunder shall terminate on the date of such cancellation.

Default—Except for causes referred to above under the title "Force Majeure" a default under this agreement shall occur upon the happening of any of the following events: (a) failure of Atlantic to make deliveries to Buyer as herein stated; (b) failure of Buyer to order, accept or pay promptly for material in accordance with the provisions hereof; and (c) any adulteration or misrepresentation by Buyer of the product or products of Atlantic.

Liquidated Damages—In the event of any default, the party not in default may terminate this agreement by written notice to the other party given at any time within ten (10) days after knowledge of the existence of such default. If this agreement is so terminated Buyer shall be

obligated to settle any unpaid balances due here under and the party in default shall be obligated to pay to the party so terminating the sum of one cent (1c) for each gallon of product which for any reason is not delivered, or accepted, as provided herein up to the minimum quantities specified. Such sum shall be deemed full liquidated damages for all losses resulting from such default. Waiver of any one or more defaults hereunder shall not preclude either party from exercising the right to terminate this agreement by reason of any subsequent default.

Sale of Business—Should Buyer at any time during the period of this agreement desire to sell, lease or otherwise dispose of Buyer's petroleum business, or any substantial part thereof, Buyer shall give written notice to Atlantic of the price and terms of any offer to purchase, lease or otherwise acquire said business or part thereof, and Atlantic shall have the first option to purchase, lease or otherwise acquire such business or part thereof at the price and upon the terms of each such offer. Such option shall extend for a period of sixty (60) days following receipt of such notice by Atlantic, and if not exercised within said period it shall thereupon lapse. Any such sale, lease or other disposition by Buyer or failure of Atlantic to exercise any option hereunder shall not prejudice Atlantic's rights hereunder, and this agreement shall be and remain in full force and effect until its termination date.

Assignability—This agreement shall not be assigned by either party without the written consent of the other party.

Constitutes Whole Agreement—This instrument embodies the whole agreement between the parties and there are no oral promises or other understandings or conditions inducing its execution or qualifying its terms.

In Witness Whereof, the parties have caused these presents to be duly executed in duplicate the day and year above written.

The Atlantic Refining Company

By _____

Buyer

By _____

Witness: _____

2142

COMMISSION EXHIBIT NO. 96.

AUTHORIZED DISTRIBUTORS AGREEMENT

Atlantic

Agreement made as of this _____ day of _____, 19____, between The Atlantic Refining Company, _____, a Pennsylvania corporation, hereinafter called "Atlantic," and _____ of _____ County of _____ State of _____, hereinafter called "Buyer."

Duration: This Agreement shall extend from _____, 19____, to _____, 19____, and from year to year thereafter unless terminated by either party at the end of the original term or at the end of any subsequent contract year by giving at least ninety (90) days prior written notice to the other party.

Products: Atlantic Motor Oils and Atlantic Automotive Lubricants.

Sale: Atlantic agrees to sell and Buyer agrees to purchase Atlantic Automotive Lubricants herein named as ordered by Buyer estimated for each successive 12-month period at _____ barrels, during the period between

....., 19....., and 19....., but in no event shall Atlantic be required to deliver more than barrels in any 12-month period. Atlantic shall not be required, without its written consent, in any one month to deliver more than one-eighth ($\frac{1}{8}$) of the estimated 12-month purchases mentioned above. Fifty (50) gallons of Atlantic Motor Oils or 400 pounds of Atlantic Automotive Greases shall be considered one (1) barrel.

Prices: Buyer shall pay for products purchased hereunder Atlantic's established prices therefor in effect at the time and for the place of delivery as shown in the "Atlantic Automotive Lubricants Authorized Distributor Price Schedule." A copy of the current schedule effective is attached to this Agreement and made a part hereof. Atlantic reserves the right to change without notice at any time during the term of this Agreement the prices specified in the "Atlantic Automotive Lubricants Authorized Distributor Price Schedule."

Terms: Cash, unless credit is established with Atlantic's Credit Department. If credit is established, and during the continuance of this agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this contract are to be made at par. Cash discount 1% for payment in 10 days, net 30 days. No discount on tax and freight.

Shipment: Buyer shall give Atlantic shipping instructions at least 10 days in advance of the time shipments are desired, and if possible shall notify Atlantic of the quantity desired for any one month thirty days in advance. Buyer shall not be obligated to accept deliveries if unable to operate his business by reason of fire, flood, war, civil

commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes, or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration, regulation, or priority, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

Delivery: F.O.B.

Shipments are to be made transportation charges collect with the understanding that Atlantic shall deduct from the invoices the carload or truckload freight (not including transportation tax) depending upon carrier used. Any increase in freight rates over those in effect on the date hereof may be added to the prices stated above, in Atlantic's discretion.

Assignment: This Agreement shall not be assigned or transferred by Buyer, in whole or in part, without the written consent of Atlantic.

General: Atlantic shall not be responsible under any circumstances for any consequential damages or injury.

All products when shipped shall be uniform in quality and up to Atlantic's standards.

This Agreement cancels and supersedes as of the beginning of the 12-month period set forth above, all former Atlantic Authorized Distributors Agreements for Atlantic Motor Oils and Atlantic Automotive Lubricants now in effect between the parties.

In Witness Whereof the parties have executed this Agreement as of the day and year aforesaid.

The Atlantic Refining Company

By

Buyer

By

AUTHORIZED DISTRIBUTORS AGREEMENT

Atlantic

Agreement made as of this.....day of....., 19....., between The Atlantic Refining Company,, a Pennsylvania corporation, hereinafter called "Atlantic", and of

County of.....State of....., hereinafter called "Buyer".

Sale: Atlantic agrees to sell and Buyer agrees to purchase during the period between....., 19....., and, 19....., Atlantic Automotive Lubricants as ordered by Buyer, estimated for each successive 12-month period at.....barrels;

Atlantic shall not be required, without its written consent, in any one month to deliver more than one-eighth ($\frac{1}{8}$) of the estimated 12-month purchases mentioned above.

Duration: Upon the expiration of the original term,

this Agreement shall continue in effect from year to year, unless terminated at the end of the original or any subsequent term by either party giving to the other, at least ninety (90) days prior written notice.

Prices: Buyer shall pay for products purchased hereunder Atlantic's established prices therefor in effect at the time and for the place of delivery as shown in the "Atlantic Automotive Lubricants Authorized Distributor Price Schedule." A copy of the current schedule is attached to this Agreement and made a part hereof. Atlantic reserves the right to change without notice at any time during the term of this Agreement the prices specified in the "Atlantic Automotive Lubricants Authorized Distributor Price Schedule."

Terms: Cash, unless credit is established with Atlantic's Credit Department. If credit is established, and during the continuance of this agreement, in the opinion of Atlantic, the financial responsibility of Buyer becomes impaired or unsatisfactory to Atlantic, deliveries may be suspended until arrangements are made for security satisfactory to Atlantic or for the payment of cash on delivery and until any money owing to Atlantic hereunder is paid. All payments under this contract are to be made at par. Cash discount 1% for payment in 10 days, net 30 days. No discount on tax and freight.

Shipment: Buyer shall give Atlantic shipping instructions at least 10 days in advance of the time shipments are desired, and if possible shall notify Atlantic of the quantity desired for any one month thirty days before the first day of such month.

Buyer shall not be obligated to accept deliveries if unable to operate his business by reason of fire, flood, war, civil commotion, strikes, blockade or other causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery

due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes, or other differences with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition, request or recommendation of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration, regulation, or priority, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

Delivery: F. O. B.

Shipments are to be made transportation charges collect with the understanding that Atlantic shall deduct from the invoices the carload or truckload freight depending upon carrier used. Any increase in freight rates over those in effect on the date hereof may be added to the prices stated above, in Atlantic's discretion.

Assignment: This Agreement shall not be assigned or transferred by Buyer, in whole or in part, without the written consent of Atlantic.

General: This Agreement contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This Agreement cannot be amended by written instrument duly executed by both parties.

except

Failure of Atlantic to deliver in the packages ordered shall not be considered a breach of this Agreement.

Atlantic shall not be responsible under any circumstances for any consequential damages or injuries.

All products when shipped shall be uniform in quality and up to Atlantic's standards.

This Agreement cancels and supersedes as of the beginning of the original term, all former agreements now in effect between the parties relating to the purchase and sale of Atlantic Automotive Lubricants.

In Witness Whereof the parties have executed this Agreement as of the day and year aforesaid.

The Atlantic Refining Company

By _____

Buyer _____

By _____

2145

COMMISSION EXHIBIT NO. 97.

Loaned Equipment Contract

The Atlantic Refining Company, _____, hereinafter called "Atlantic", reserving the right of addition, change, substitution and maintenance, lends to _____ hereinafter called "Customer" to enable "Customer" to store and dispense petroleum products purchased from Atlantic pursuant to the terms of sundry contracts with Atlantic and for no other purpose, equipment now or hereafter to be installed at Street and Number _____ City _____, State _____, which shall remain personalty and the property of Atlantic, and which "Customer" shall not remove, but shall repair and maintain, as follows:

In consideration of Atlantic's lending said equipment to "Customer", "Customer" will maintain and keep in

good repair and assumes and agrees to be responsible for full and exclusive control of said equipment and any additions to or substitutions therefor and agrees to indemnify and save harmless Atlantic from and against any and all liability for personal injury and property damage, or either, resulting in any manner by reason of the condition or use of such equipment and any additions to or substitutions therefor. Upon termination or cancellation, for any cause, of any agreement between "Customer" and Atlantic affecting the above location, said equipment and any additions to or substitutions therefor will be returned to Atlantic. At Atlantic's option, Atlantic may keep said equipment in place for a reasonable time to negotiate for its sale or other disposition, but, Atlantic, in any event, shall not be obliged to remove any underground equipment.

Witness "Customer's" signature and seal this
day of, 19.....

..... (Seal)

..... (Seal)

Witness:

Consent and Confirmation

Each of the following signers as owner, part owner, mortgagee, or lien holder of the above noted premises, for himself, his legal representatives, successors and assigns, in consideration of the installation or continuance in place of the equipment covered by the above agreement, hereby consents and agrees to be bound by the terms and conditions thereof with respect to installation, removal, substitution, maintenance and disposition, and hereby waives all right to hold, distrain, mortgage, claim or levy upon any of such equipment or any part thereof, and hereby agrees to accept title to any underground equipment not removed by Atlantic upon written notice of Atlantic's intention not to remove the same.

Witness my and our signatures and seals this
day of, 19.....

..... (Seal)

..... (Seal)

Witness:

2147 COMMISSION EXHIBIT NO. 97A.

Atlantic

Loaned Equipment Contract

The Atlantic Refining Company,
hereinafter called "Atlantic", reserving the right of addition, change, substitution and maintenance, lends to
..... hereinafter called "Customer"
to enable Customer to store and dispense petroleum products purchased from Atlantic pursuant to the terms of sundry contracts with Atlantic and for no other purpose, equipment now or hereafter to be installed at Street and Number City State
....., which shall remain personalty and the property of Atlantic, and which Customer shall not remove, but shall repair and maintain, as follows:

In consideration of Atlantic's lending said equipment to Customer, Customer will maintain and keep in good repair and assumes and agrees to be responsible for full and exclusive control of said equipment and any additions to or substitutions therefor and agrees to indemnify and save harmless Atlantic from and against any and all liability for personal injury and property damage, or either, resulting in any manner by reason of the condition or use of such equipment and any additions to or substitutions therefor. Upon termination or cancellation, for any cause, of any agreement between Customer and Atlantic affecting

the above location, said equipment and any additions to or substitutions therefor will be returned to Atlantic. At Atlantic's option, Atlantic may keep said equipment in place for a reasonable time to negotiate for its sale or other disposition; but, Atlantic, in any event, shall not be obliged to remove any underground equipment.

Witness Customer's signature and seal this
day of, 19.....

Witness:

..... (Seal)

..... (Seal)

Consent and Confirmation

Each of the following signers as owner, part owner, mortgagee, or lien holder of the above noted premises, for himself, his legal representatives, successors and assigns, in consideration of the installation or continuance in place of the equipment covered by the above agreement, hereby consents and agrees to be bound by the terms and conditions thereof with respect to installation, removal, substitution, maintenance and disposition, and hereby waives all right to hold, distrain, mortgage, claim or levy upon any of such equipment or any part thereof, and hereby agrees to accept title to any underground equipment not removed by Atlantic upon written notice of Atlantic's intention not to remove the same.

Witness my and our signatures and seals this
day of, 19.....

Witness:

..... (Seal)

..... (Seal)

2148 COMMISSION EXHIBIT NO. 98A-G.

This Agreement made as of this day of 19....., by and between The Atlantic Refining Company, a corporation organized and existing under the laws of the State of Pennsylvania, hereinafter called "Atlantic", and of, hereinafter called "Distributor".

Witnesseth:

1. Atlantic hereby constitutes Distributor a representative solely for the purpose of the sale, distribution and marketing of petroleum products, namely, gasoline, furnace oil, kerosene, motor oil and greases, of Atlantic upon the terms and conditions and within the territory hereinafter designated.

2. Distributor shall offer for sale and make sales of said products only in the vicinity of Lakewood, New Jersey.

3. Atlantic will ship to Distributor on consignment petroleum products, including gasoline, furnace oil, kerosene, motor oil and greases, which shall hereinafter be referred to as "consigned merchandise" for sale by Distributor in the territory covered by this agreement. All such consigned merchandise shall be received by Distributor and stored at the bulk plant which has been provided by Atlantic at Lakewood, New Jersey, and shall at all times remain the property of Atlantic until sold by Distributor. All tanks, drums or containers at said bulk and used for the storage of said consigned merchandise, shall always be marked so as to show that the contents thereof are the sole property of Atlantic. Distributor shall provide and pay for the necessary employees to properly handle, protect and safeguard the property of Atlantic and shall be liable for all losses, shortages or thefts of said property from said bulk plant.

2150 4. With respect to all persons at any time employed by, or on the payroll of Distributor, or performing any work for or on behalf of Distributor, or in connection with or arising out of the business thereof, Distributor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for unemployment insurance or old age retirement benefits, pensions, or annuities, now or hereafter imposed by the government of the United States, or any State or political sub-divisions thereof, whether the same be measured by the wages, salaries or other remuneration paid to such persons, or the number of such persons, or otherwise; it being understood that no such persons shall be deemed the employees of Atlantic.

5. Distributor shall sell Atlantic's products at Atlantic's regular marketing prices as the same shall be announced from time to time by Atlantic to the Distributor and posted at the aforesaid bulk plant. Distributor shall be governed in all respects by the general marketing policy of Atlantic in respect to ~~whole~~ prices, discounts and other matters pertaining to price structure of Atlantic's products marketed by Atlantic.

6. Upon the sale by Distributor of any of the consigned merchandise, deliveries thereof shall be made by Distributor from the supply stored at said bulk plant.

7. Distributor, at all times, shall provide and maintain an adequate number of salesmen and other employees to carry on properly the business herein provided for and shall apply himself energetically to the management and direction of the sales organization employed by him hereunder and to the sale of Atlantic's products and building up of Atlantic's business in said territory, and, at all times, shall maintain the prestige of Atlantic for fair dealings and honorable business methods.

2151 8. Distributor shall pay all salaries and wages of

employees necessary to carry on said business and shall pay all other costs and expenses of said business, except those herein specifically required to be paid by Atlantic. Distributor shall provide and maintain suitable motor trucks for delivery of the aforesaid consigned merchandise.

9. Atlantic shall supply Distributor with equipment for dispensing gasoline and motor oils. Said equipment may be loaned to Distributor's customers only with the approval of Atlantic and under Atlantic's standard forms of agreement. Atlantic shall be the sole judge of the amount, kind or character of equipment to be furnished to Distributor.

10. Distributor shall be governed in granting credit to Distributor's customers by the credit policy of Atlantic and shall collect daily all money due for goods sold to Distributor's customers and make deposits daily of the money collected for Atlantic's account in a depository designated by Atlantic. The account of said depository shall be carried in Atlantic's name and subject to withdrawal only by Atlantic.

11. Distributor shall collect with due diligence all accounts from customers whose credit has been approved by Atlantic. If said accounts are not collected by Distributor and remitted to Atlantic within 90 days from the date of the sale of the products covered by such account, Distributor shall refund to Atlantic any commission or commissions paid Distributor on said accounts. The account of any customer to whom credit has been given by Distributor beyond the line of credit established for said customer by Atlantic, and the account of any customer to whom Atlantic has refused to extend any credit are to be charged to Distributor and the amounts thereof shall be deducted from any commissions due Distributor by Atlantic.

2153 12. Atlantic will allow and pay to Distributor com-

mission on the sale and delivery of the products herein mentioned as follows:

- Atlantic Hi-Arc Gasoline—1½¢ per gallon
- Atlantic White Flash Gasoline—1½¢ per gallon
- Atlantic Rayolight Oil (Kerosene)—1½¢ per gallon
- Atlantic Furnace Oil—1½¢ per gallon
- Atlantic Motor Oils—20% of the selling price thereof (exclusive of taxes) as established under the provisions of Paragraph 5.
- Atlantic Package Goods—20% of the selling price thereof (exclusive of taxes) as established under the provisions of Paragraph 5.

These commissions are payable only upon the consigned merchandise sold by Distributor through the aforesaid bulk plant, and no commissions shall be payable upon any sales of gasoline, furnace oil, kerosene, motor oil and greases that may be made by Atlantic in tank car quantities or otherwise. All commissions due hereunder shall be paid on or before the 15th day of each month for business done during the preceding month, less any charges against same herein authorized.

13. With respect to any service or filling stations operated by Distributor within the territory covered by this agreement for the purpose of selling at retail products of Atlantic, Distributor shall make such withdrawals from the supply or stock of consigned merchandise as may be necessary for Distributor's said retail service station business; and shall pay for the consigned merchandise so withdrawn in cash at time of delivery at Atlantic's published wholesale price. Distributor shall be allowed and paid the same commission on all such consigned merchandise so withdrawn as Atlantic allows Distributor on like consigned merchandise sold to Distributor's customers.

14. Atlantic shall pay all Federal, State or other taxes based on ownership of property and levied or assessed

against the property of Atlantic used by Distributor 2155 and any license fees required by Federal, State or other laws or ordinances for carrying on the wholesale business contemplated by this agreement. Distributor shall pay all taxes or license fees imposed upon the use and operation of Atlantic's property in Distributor's retail business, as well as for such taxes and license fees or others imposed upon Distributor for carrying on Distributor's retail business and upon property owned or furnished by Distributor for either the wholesale or retail business.

15. Distributor shall not sell, offer for sale or handle within the territory herein provided for, in any manner, petroleum products, derivatives therefrom, or substitutes therefor, except those manufactured or offered for sale by Atlantic.

16. Distributor shall keep proper and adequate records of all receipts of consigned merchandise, of all sales made by Distributor and of all consigned merchandise withdrawn from said bulk plant, which said records shall be at all times open to the inspection of Atlantic.

17. Atlantic shall supply and furnish Distributor with the products necessary to carry on the business herein provided for, unless prevented by any cause or causes beyond the reasonable control of Atlantic.

18. If remittances are not made promptly for all consigned merchandise withdrawn by Distributor, or if, in the sole judgment of Atlantic, Distributor's financial responsibility is unsatisfactory or Distributor displays lack of business energy in carrying on the business herein provided for or Distributor violates or fails to comply with any of the terms and conditions of this agreement, Atlantic, at Atlantic's sole option, forthwith may cancel and terminate this agreement at any time, and Atlantic at once shall be entitled to receive back, and Distributor shall deliver

to Atlantic free of any liens, cost or expense at said 2157 bulk plant, all of Atlantic's property, including all said consigned merchandise.

19. This agreement or any interests therein may not be assigned or in any wise transferred by Distributor without written consent of Atlantic.

20. Failure of Atlantic to enforce any of the provisions hereof or to exercise any option or to require any performance by Distributor of such provisions herein contained shall in no wise be construed as a waiver of such provisions or in any way affect the validity of this agreement or any part thereof or Atlantic's right to enforce thereafter each and every provision.

21. Distributor shall not incur any indebtedness or assume any liability in the name of Atlantic or for Atlantic's account without first having received the written consent of Atlantic to incur such indebtedness, or liability.

22. Distributor hereby agrees to provide at Distributor's own expense Workmen's Compensation Insurance for Distributor's employees. Distributor shall indemnify and save harmless Atlantic in and from all suits, losses, claims, liability or damage which may arise out of any injuries to Distributor, Distributor's employees, and any persons or property for or by reason of the violation of any ordinances, laws or regulations or by reason of or resulting from or in any incident to the negligent acts or omissions of Distributor, Distributor's employees or servants in connection with the operation of the business herein contemplated, or in connection with the trucks and equipment used or to be used in connection herewith or arising in any manner in connection with the sale, distribution or marketing of consigned merchandise under this agreement.

2159 23. Distributor shall furnish Atlantic, at Distributor's expense, with bond or bonds acceptable to At-

lantic, and for such an amount as Atlantic from time to time may consider necessary and adequate for the faithful performance by Distributor of the terms and conditions of this contract.

24. This agreement, unless sooner terminated as provided in Paragraph 18 hereof, shall continue in full force and effect from _____, 19____ until terminated by either party giving to the other party sixty (60) days' written notice of intention to terminate the agreement. Immediately upon such termination, Distributor shall deliver to Atlantic, at Atlantic's bulk plant aforesaid, all of Atlantic's property, including all said consigned merchandise free of any lien, cost or expense to Atlantic.

In Witness Whereof, the parties hereto have duly executed this agreement as of the day and year first above written.

The Atlantic Refining Company
By _____
Regional Manager of Marketing

Witness:

2161 COMMISSION EXHIBIT No. 98H-K

Atlantic

Commission Distributor Consignment Agreement

First: The Atlantic refining Company, hereinafter called "Consignor", and _____ of _____, hereinafter called "Consignee", desiring to arrange for the sale and distribution of petroleum products at _____ and vicinity, agree as follows:

Second: Consignor shall deliver on consignment to Consignee stocks of gasoline at the bulk station operated

by Consignee at above address and will establish the prices at which said products are to be sold by Consignee.

Third: Consignee shall have charge of said stocks, take inventories of same as required by Consignor, and be responsible for all stocks and containers delivered to him by consignor.

Fourth: Consigned stocks shall remain the property of Consignor until sold in the regular course of business, but Consignee shall be responsible for all shortages of bulk stock in excess of one half of one per cent ($\frac{1}{2}\%$) of the monthly throughput.

Fifth: Authorized representatives of Consignor may inventory and inspect Consignor's property, stocks, goods and merchandise of whatever kind at any time during business hours.

Sixth: Consignee shall sell and deliver in a diligent efficient and business like manner the aforementioned products, in accordance with Consignor's Direct Marketing policies, now in effect and as changed from time to time to the accounts designated by Consignor in the geographical territory described in the attached map. Consignee shall be responsible for all said products delivered, and settle with Consignor each day of said products delivered by him that day.

Seventh: All of said products shall be sold by Consignee in strict accordance with Consignor's established prices in effect at time and place of delivery for dealers and consumers in the territory covered by this Agreement. Consignee shall remit to Consignor cash for all deliveries of consigned products made by him except in the case of deliveries to customers whose credit has been previously approved in writing by Consignor; credit deliveries
2162 shall be at prices and upon terms specified in writing by Consignor.

Eighth: Consignee shall transmit daily to Consignor's office at, on such forms as required by Consignor, written statements, showing in detail all sales and deliveries of said products made by him and shall remit daily to Consignor all moneys received by him from the sale of said products, together with signed receipts for both cash and credit sales.

Ninth: As soon as practical after the first day of each month, Consignor shall render a written statement to Consignee showing sales and deliveries during the preceding month, as reported by Consignee, and shall permit to Consignee after deducting any amounts due the Consignor hereunder the commissions earned on such sales and deliveries at the following rates:

Atlantic Gasoline	—One & Six-tenths cents (1.6¢) per gallon
Atlantic Premium Gasoline	—One & Six-tenths cents (1.6¢) per gallon

When deliveries of Gasoline are made to dealers in an area in which the price to dealers established by Consignor is below Consignor's posted zone tank wagon price for that area, or when deliveries of Gasoline are made to consumers under contract with Consignor, at prices below Consignor's posted commercial tank wagon price for the products involved at time and place of delivery, the commission payable will be as follows:

Up to and including 1.00¢ below Consignor's posted zone tank wagon price at time and place of delivery
.....1.60¢ per gallon

When such prices go below this level, Consignor will share this decline half and half with Consignee to the minimum commission of 1.10¢.

In no event shall Consignee receive less than \$2.00 per delivery to consumers.

Consignor in consideration for use of Consignee's stor-

age facilities will pay the Consignee an additional commission of one quarter of a cent (.25¢) over and above the commission stated herein on each gallon of gasoline delivered by the Consignee from said storage facilities.

Tenth: Consignee shall have entire charge of the management and operation of his business; shall furnish and maintain all necessary buildings, improvements, storage and handling equipment and tools; shall furnish, 2163 maintain and operate his delivery equipment; shall have such equipment painted in conformance with Consignor's policy; and shall supply Consignor with gauge sheets properly calibrated for each truck loading at Atlantic Plants or Terminals that do not have printing meters at loading racks.

Eleventh: Consignee shall furnish all his own helpers and employees, and shall pay all expenses, labor, contributions, assessments, taxes, fees, licenses and other costs of like nature arising out of Consignee's business and upon his property, and Consignor shall in no event have any liability for the negligence of Consignee, or his employees, in conducting said business.

Twelfth: Consignor will buy from Consignee at prices agreed upon by the parties any and all Gasoline dispensing equipment that he may have installed at his own expense at locations of accounts to whom Consignee delivers gasoline hereunder, and will supply, maintain, and replace as needed all equipment for dispensing gasoline required by said accounts in accordance with Consignor's existing equipment program for Commission Distributors.

Thirteenth: Consignee may loan equipment to customers only with approval of Consignor and under Consignor's standard form of agreement.

Fourteenth: Consignee shall collect from customers and return to Consignor as directed all returnable containers without additional compensation, which service shall be included in the commissions specified in this agreement.

Fifteenth: Consignee agrees that he will procure and maintain workmen's compensation insurance and public liability insurance covering all equipment used by him in the operation of said business. Said public liability insurance shall carry liability of not less than \$25,000.00 for one (1) person and \$50,000.00 for one (1) accident, and a minimum of \$5,000.00 property damage.

Satisfactory evidence of the existence of such insurance shall be furnished Consignor.

Sixteenth: It is expressly agreed and stipulated that neither Consignee nor the employees of Consignee shall be deemed or construed to be employees of Consignor.

Seventeenth: It is expressly agreed that Consignor shall have the right through salesmen, agents, drivers, or representatives to solicit business and make deliveries and 2164 sales of its products in any territory, and that Consignee shall not be entitled to any commission on sales and deliveries of Gasolines made by other than himself or his employees.

Eighteenth: This Agreement shall extend from..... to..... However, should Consignee fail to settle for any Gasolines delivered to him by Consignor as provided for in this Agreement, Consignor may immediately cancel this Agreement or suspend deliveries until settlement is made. Upon termination of this Agreement for any reason, Consignee shall delivery to Consignor all property, books and records in his possession or under his control by reason of this Agreement.

Nineteenth: If Consignee dies, the Agreement shall terminate automatically. If Consignee becomes involved in any insolvency or bankruptcy proceeding, or executes an assignment for the benefit of creditors, Consignor shall have the right to terminate this agreement.

Twentieth: This written contract contains the entire agreement between the parties and its execution has not

been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This contract is personal and cannot be assigned without Consignor's prior consent nor can it be amended except by written instrument duly executed by both parties.

Executed in duplicate this.....day of, 195.....

The Atlantic Refining Company

.....
Consignee

By.....

Rider to Commission Distributor Consignment Agreement

Effective this date, the following will supplement and be made the second paragraph of the ninth provision in the attached Commission Distributor Consignment Agreement executed between The Atlantic Refining Company and the Consignee on the day of 195.....

"When deliveries of Gasoline are made to Lessee Dealers, the commission payable by Consignor on such deliveries shall be at the rate of One and One-tenths cents (1.1¢) per gallon for both Atlantic Gasoline and Atlantic Premium Gasoline."

With the addition of the above paragraph as a part of the attached Agreement, it is further agreed by Consignor and Consignee that the term "dealers" used in the paragraph it immediately precedes, refers to and applies to Contract Dealers only.

The Atlantic Refining Company

By.....

Consignee.....
.....

2166

COMMISSION EXHIBIT No. 98M-P.

Atlantic

Commission Agent Consignment Agreement

This Agreement made and entered into this _____ day of _____, 195____, by and between The Atlantic Refining Company, a corporation, having its principal office in Philadelphia, Pennsylvania hereinafter referred to as "Consignor" and _____ of _____, hereinafter referred to as "Consignee",

Witnesseth:

Consignee shall sell and deliver to accounts specified by Consignor Atlantic Gasolines, Motor Oils and Lubricants delivered by Consignor on consignment into Consignee's delivery equipment at Consignor's bulk plant.

First: Consignee shall sell and deliver in a diligent, efficient and bussinesslike manner; the aforementioned products in accordance with Consignor's Direct Marketing policies, now in effect and as changed from time to time to accounts designated by Consignor in the geographical territory described in the attached map. Consignee shall be responsible for all said products delivered by him that day.

Second: Consigned stocks shall remain the property of Consignor until sold in the regular course of business, but Consignee shall be responsible therefore until sold.

Third: All of said products shall be sold by Consignee in strict accordance with Consignor's established prices in effect at time and place of delivery for dealers and consumers in the territory covered by this agreement. Consignee shall remit to Consignor cash for all deliveries of consigned products made by him, except in the case of deliveries to customers whose credit has been previously

approved in writing by Consignor; credit deliveries shall be at prices and upon terms specified in writing by Consignor.

Fourth: Consignee shall transmit daily to Consignor's office at _____, on such 2167 forms as required by Consignor, written statements, showing in detail all sales and deliveries of said products made by him and shall remit daily to Consignor all moneys received by him from the sale of said products, together with signed receipts for both cash and credit sales.

Fifth: As soon as practical after the first day of each month, Consignor shall render a written statement to Consignee showing sales and deliveries during the preceding month as reported by Consignee, and shall remit to Consignee after deducting any amount due the Consignor hereunder commissions earned on such sales and deliveries at the following rates:

Atlantic Gasoline	—One & Six-tenths cents (1.6¢)
Atlantic Premium Gasoline	per gallon
Atlantic Motor Oils and Lubricants	—One & Six-tenths cents (1.6¢)
	per gallon
	—Fifteen percent (15%) of invoice price excluding tax

When deliveries of Gasoline are made to dealers in an area in which the price to dealers established by Consignor is below Consignor's posted zone tank wagon price for that area or when deliveries of gasoline are made to consumers under contract with Consignor at prices below Consignor's posted Commercial Tank Wagon price for product involved at time and place of delivery, the commission payable will be as follows:

Up to and including 1.00¢ below Consignor's posted zone tank wagon price at time and place of delivery.....	1.60¢
	per gallon

When such prices go below this level, Consignor will share this decline half and half with Consignee to the minimum commission of 1.10¢.

In no event shall Consignee receive less than \$2.00 per delivery to consumers.

Sixth: Consignee shall have entire charge of the management and operation of his business; shall furnish, maintain and operate his delivery equipment; shall have such equipment painted in conformance with Consignor's policy; and shall supply Consignor with gauge sheets, properly calibrated, for each truck loading at Atlantic Plants or Terminals that do not have printing meters at loading racks.

Seventh: Consignee shall furnish all his own helpers and employees and shall pay all expenses, labor, contributions, assessments, taxes, fees, licenses and other costs 2168 of like nature arising out of Consignee's business and upon his property, and Consignor shall in no event have any liability for the negligence of Consignee, or his employees in conducting the business.

Eighth: Neither Consignee nor his employees shall be deemed or construed to be employees of Consignor.

Ninth: Consignor will buy from Consignee at prices agreed upon by the parties any and all gasoline dispensing equipment that he may have installed at his own expense, at locations of accounts to whom Consignee delivers gasoline hereunder, and will supply, install, maintain, and replace as needed all equipment for dispensing gasoline required by said accounts in accordance with Consignor's existing equipment program for Commission Agents.

Tenth: Consignee may loan equipment to customers only with approval of Consignor and under Consignor's standard form of agreement.

Eleventh: Consignee shall collect from customers and return to Consignor as directed all returnable containers

without additional compensation, which service shall be included in the commissions specified in this agreement.

Twelfth: Consignee agrees that he will procure and maintain workmen's compensation insurance and public liability insurance covering all equipment used by him in the operation of said business. Said public liability insurance shall carry liability of not less than \$25,000.00 for one (1) person and \$50,000.00 for one (1) accident, and a minimum of \$5,000.00 property damage.

Satisfactory evidence of the existence of such insurance shall be furnished Consignor.

Thirteenth: It is expressly agreed that Consignor shall have the right through salesman, agents, drivers, or representatives to solicit business and made deliveries and sales of its products in any territory, and that Consignee shall not be entitled to any commission on sales and deliveries of Gasoline, Motor Oils and Labricants made by other than himself or his employees.

Fourteenth: This Agreement shall extend from to However, should Consignee fail to settle for any Casolines, Motor Oils and Lu-2169 bricants delivered to him by Consignor as provided for in this Agreement, Consignor may immediately cancel this Agreement or suspend deliveries until settlement is made. Upon termination of this Agreement for any reason, Consignee shall deliver to Consignor all property, books and records in his possession or under his control by reason of this Agreement.

Fifteenth: If Consignee dies, the agreement shall terminate automatically. If Consignee becomes involved in any insolvency, or bankruptcy proceeding, or executes an assignment for the benefit of creditors, Consignor shall have the right to terminate this agreement.

Sixteenth: This written contract contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or

agreement of any kind other than those herein expressed. This contract is personal and cannot be assigned without Consignor's prior consent nor can it be amended except by written instrument duly executed by both parties.

• Executed in duplicate this day of 195.....

The Atlantic Refining Company

By

Consignee.

2170 COMMISSION EXHIBIT NO. 98Q.

Rider to

Commission Agent

Consignment Agreement

Effective this date, the following will supplement and be made the second paragraph of the fifth provision in the attached Commission Agent Consignment Agreement executed between The Atlantic Refining Company and the Consignee on the day of 195.....

"When deliveries of Gasoline are made to Lessee Dealers, the commission payable by Consignor on such deliveries shall be at the rate of One and One-tenths cents (1.1¢) per gallon for both Atlantic Gasoline and Atlantic Premium Gasoline."

With the addition of the above paragraph as a part of the attached Agreement, it is further agreed by Consignor and Consignee that the term "dealers" used in the paragraph it immediately precedes, refers to and applies to Contract Dealers only.

The Atlantic Refining Company

By

Consignee.....

Bulk Sales Agreement

This Agreement made this _____ day of
 194 , by and between The Atlantic
 Refining Company,
 a corporation of the Commonwealth of Pennsylvania, here-
 inafter called Atlantic, and
 of _____, County of _____,
 State of _____, hereinafter called Buyer,

Witnesseth:

Quantity Atlantic agrees to sell and Buyer agrees to
 and purchase

Product _____, during the

Period _____ period commencing _____ and

of Time _____ ending _____ with

the understanding that Atlantic shall not be required to
 deliver and Buyer shall not be required to accept more
 than one-eighth ($\frac{1}{8}$) of the estimated maximum quantity
 specified in this agreement in any calendar month.

Price The price shall be determined as follows:

2172-A. Freight Charges

Terms of Payment

If during the continuance of this agreement, in the opin-
 ion of Atlantic, the financial responsibility of Buyer be-
 comes impaired or unsatisfactory, cash payments or sat-
 isfactory security may be required by Atlantic as a condi-
 tion precedent to the shipment of orders under this agree-
 ment.

Taxes Any tax or other charge now or hereafter im-
 posed by law, domestic or foreign, on any product herein

sold, or on the production, manufacture, sale, transportation or delivery thereof, or on this agreement, which Atlantic is required to pay or collect, shall be added to the price herein provided for and paid by Buyer.

2172B Tetraethyl Lead Regulation Buyer shall distribute and sell any tetraethyl lead treated gasoline purchased under this agreement in accordance with the rules and regulations now or hereafter issued by Ethyl Corporation or United States Public Health Service or any governmental agency having jurisdiction thereof, and Buyer at all times shall keep any purchaser for resale of said gasoline informed of all said rules and regulations, and shall require that said purchaser for resale comply with said rules and regulations and that he inform all who purchase from him for resale of said rules and regulations. Buyer shall afford medical and mechanical representatives of Ethyl Corporation every reasonable facility to inspect any apparatus, equipment or other property used by Buyer in connection with the distribution and sale of said treated gasoline; and Buyer shall require that each purchaser for resale afford similar facilities for medical and mechanical inspection by Ethyl Corporation.

Shipments Buyer shall give Atlantic shipping instructions at least ten (10) days prior to the time shipments are desired, and when possible inform Atlantic the quantity desired for any one month thirty (30) days before the first day thereof.

Shipments hereunder shall be made in tank cars or truck transports from _____ to the distributing station of Buyer at the following location or locations:

Tank cars or truck transports shipped hereunder are not to be diverted or reconsigned without written permission of Atlantic first obtained.

Force Majeure Buyer shall not be obligated to accept

deliveries if unable to operate his business by reason of fire, flood, war, civil commotion, strikes, blockade or causes beyond his control. Atlantic shall not be responsible for any loss or damage resulting from any delay or failure in delivery due to fire, flood, storms, earthquakes, tidal waves, war, military operations, national emergency, civil commotion, strikes or any other difference with workmen or unions, or from any delay or failure in delivery when the supplies of Atlantic, or the facilities of production, manufacture, transportation or distribution which otherwise would be available to Atlantic, are impaired by causes beyond Atlantic's control or by the order, requisition or request of any governmental agency or acting governmental authority, or Atlantic's compliance therewith, or by governmental proration or regulation, or from any other delay or failure due to any cause beyond Atlantic's control, similar or dissimilar to any such causes. When such cause or causes exist, Atlantic shall have the right in its sole discretion to restrict or cease deliveries hereunder.

Claims No claim of Buyer on account of shortages in quantity or defect in quality of the products delivered hereunder or for any other cause shall be allowed unless Buyer immediately upon receipt of the shipment and at least twenty-four (24) hours before the unloading thereof notifies Atlantic in writing or by telegram addressed to Atlantic at 260 South Broad Street, Philadelphia 1, Pa., of such claim and extends to Atlantic the opportunity of making an investigation.

Tank Car Rental Buyer shall pay Atlantic rental for use of tank cars on the basis of \$2.00 per day, with free time allowance of the first two calendar days following the day of actual or constructive placement of the tank car. Rental shall be paid for Sundays and holidays except when such days fall within the two days' free time. Buyer shall also pay any railroad demurrage charges. Buyer

shall report to Atlantic the date of placement and release of tank cars on forms supplied by Atlantic.

Conflicting Laws or Regulations This agreement contemplates full compliance with all laws, ordinances and regulations, from whatever authority the same may emanate, having application to the parties hereto or subject matter hereof; and in the event this agreement, or any procedure or action therein imposed upon either party hereto, shall at any time appear or be determined to be in conflict with any legal requirements imposed by any such authority, then this agreement shall immediately become inoperative and ineffective with respect thereto; and in any such event either party hereto shall have the right to cancel this agreement, subject to the obligation of Buyer to settle any unpaid balances due hereunder; and any obligation of Atlantic to make further deliveries hereunder shall terminate on the date of such cancellation.

Default Except for causes referred to above under the title "Force Majeure" a default under this agreement shall occur upon the happening of any of the following events: (a) failure of Atlantic to make deliveries to Buyer as herein stated; (b) failure of Buyer to order, accept or pay promptly for material in accordance with the provisions hereof; (c) any adulteration or misrepresentation by Buyer of the product or products of Atlantic.

Liquidated Damages In the event of any default, the party not in default may terminate this agreement by written notice to the other party given at any time within ten (10) days after knowledge of the existence of such default. If this agreement is so terminated the party in default shall be obligated to pay to the party so terminating the sum of one cent (1¢) for each gallon of product which for any reason is not delivered, or accepted, as provided herein. Such sum shall be deemed full liquidated damages for all losses resulting from such default. Waiver of any one

or more defaults hereunder shall not preclude either party from exercising the right to terminate this agreement by reason of any subsequent default.

Sale of Business Should Buyer at any time during the period of this agreement desire to sell or in any manner to dispose of Buyer's business assets or capital stock, or any part thereof or interest therein, Buyer shall give written notice to Atlantic of the terms of any offer of sale or other disposition thereof, and Atlantic shall have the first option of acquiring the same, upon terms identical with said offer. Such option shall extend for a period of thirty (30) days following receipt of such notice by Atlantic, and if not exercised within said period it shall thereupon lapse. Any such sale or disposition by Buyer shall not prejudice Atlantic's rights hereunder, and this agreement shall be and remain in full force and effect until its termination date.

Assignability This agreement shall not be assignable without the written consent of both parties.

Constitutes Whole Agreement This instrument embodies the whole agreement between the parties and there are no oral promises or other understandings or conditions inducing its execution or qualifying its terms.

In Witness Whereof, the parties have caused these presents to be duly executed in duplicate the day and year above written.

The Atlantic Refining Company,
By _____

(Buyer)

By _____

Witness:

2173

COMMISSION EXHIBIT NO. 98U-V.

Atlantic

Contract Sales Agreement Trained Dealers

This Agreement made this day of, 195..., between The Atlantic Refining Company, a corporation of Pennsylvania, herein called Atlantic, and herein called Dealer.

In consideration of the promises hereinafter set forth. Atlantic and Dealer agree as follows:

1. Subject to prior Credit Department approval. Atlantic will deliver on consignment to Dealer in tanks at the service station, located at gallons of gasoline, hereinafter referred to as Consignment Inventory, for retail sale by Dealer at posted service station prices designated by Atlantic from time to time. Thereafter, Atlantic will deliver to Dealer into such tanks a number of gallons of gasoline, hereinafter called Replenishment Delivery, which when added to the quantity in the tanks shall equal the Consignment Inventory. All proceeds from the retail sale of Atlantic's gasoline shall be the property of Atlantic, and Dealer is hereby made a trustee of such proceeds for Atlantic's sole benefit. Dealer shall have no authority to disburse such trust funds except as follows: At the time of each Replenishment Delivery, Dealer will settle in cash with Atlantic for the number of gallons equal to such Replenishment Delivery on the basis of Atlantic's posted service station price at which the gasoline has been sold, less a commission equal to the Replenishment Delivery multiplied by 3.25¢ for Atlantic Gasoline and 3.75¢ for Atlantic Premium Gasoline when the difference between Atlantic's posted dealer price for Atlantic Gasoline and the posted service station price is 4.00¢ per

gallon or less, or multiplied by 3.75¢ for Atlantic Gasoline and 4.25¢ for Atlantic Premium Gasoline when the above-noted difference is more than 4.00¢ per gallon. If dealer leases his service station from Atlantic, Dealer shall pay as rent a sum equal to 6% of the gross sales at the service station from all sources, excluding therefrom sales of gasoline, sales of tires, batteries and accessories at wholesale to service station resellers, Federal taxes on motor oils, tires and tubes and any taxes which are stated separately and are not included as part of the selling price of the goods sold; such rent for any month or portion thereof shall be paid not later than the 10th day of the month immediately following, provided, however, that upon termination of the lease of the service station from Atlantic to Dealer, any rent accrued hereunder shall become due and payable upon the date of such termination.

If in any calendar month of operation under this Agreement the total commission received by Dealer under the provisions of the immediately preceding paragraph is less than \$400.00, Atlantic, by the 20th day of the following month, shall pay to Dealer the amount of such deficiency. Any rent due Atlantic from Dealer at the time such deficiency is due shall be deducted therefrom before payment thereof. If this Agreement is in effect for a portion of any calendar month, the amount of \$400.00 shall be adjusted ratably for such month to reflect the number of days that this Agreement shall have been in effect during such month.

2. Title to gasoline delivered from time to time to Dealer to replenish or augment the original Consignment Inventory shall not pass to Dealer, but it shall be considered as though said gasoline had been part of the original Consignment Inventory.

3. Upon termination of this Agreement, Dealer shall account to Atlantic for the consigned gasoline as follows:

- (a) Gasoline on hand shall be returned to Atlantic; or Dealer, at Dealer's option, shall purchase such gasoline at Atlantic's prevailing Dealer price applicable at that location on date of termination.
- (b) The difference between Dealer's "Consignment Inventory" and the quantity of gasoline on hand on date of termination shall be settled for as provided in Paragraph 1 hereof.

4. Dealer shall continue to be fully responsible for the operation of the above service station, the purchase and sale of all other commodities, and the persons he employs.

5. Any provisions of the existing Bailment Agreement (Form B-3107-A) or Lease Agreement (Form B-3191) between Dealer and Atlantic, wherein Dealer appears as Buyer or Lessee, as the case may be, at variance with this Agreement are suspended during the term of this Agreement. The term of this Agreement shall be nine (9) months provided, however, that either party may cancel at the end of six (6) months upon giving at least (10) days' notice to the other party. Notice from one party to the other shall be in writing and shall be deemed to have been given if sent by certified mail addressed to Atlantic at and to Dealer at his above-described location.

2174 6. Notwithstanding the provisions of Article 5 hereof, this Agreement shall terminate concurrently with the termination of the Bailment Agreement (B-3107-A) or Lease Agreement (B-3191), as the case may be.

7. When two copies of this Agreement have been duly executed by the parties hereto, the Agreement shall become effective and shall automatically cancel any outstanding Commission Dealer Agreements or Contract Sales Agreements between Atlantic and Dealer.

In Witness Whereof, the undersigned execute this Agreement.

Dealer,

By

The Atlantic Refining Company,

By

Contract Sales Agreement

This Agreement made this day of 195..., between The Atlantic Refining Company, a Pennsylvania corporation, herein called Atlantic, and herein called Dealer.

In consideration of the promises hereinafter set forth, Atlantic and Dealer agree as follows:

1. Subject to prior Credit Department approval, Atlantic will deliver on consignment to Dealer in tanks at the service station, located at, gallons of gasoline, hereinafter referred to as Consignment Inventory, for retail sales by Dealer at posted service station prices designated by Atlantic from time to time. Thereafter, Atlantic will deliver to Dealer into such tanks a number of gallons of gasoline, hereinafter called Replenishment Delivery, which when added to the quantity in the tanks shall equal the Consignment Inventory. All proceeds from the retail sale of Atlantic's gasoline shall be the property of Atlantic and Dealer is hereby made a trustee of such proceeds for Atlantic's sole benefit. Dealer shall have no authority to disburse such trust funds except as follows: At the time of each Replenishment Delivery, Dealer will settle in cash with Atlantic for the number of gallons equal to such Replenishment Delivery on the basis of Atlantic's posted service station price at which the gaso-

line has been sold, less a commission equal to the Replenishment Delivery multiplied by 3.25¢ for Atlantic Gasoline and 3.75¢ for Atlantic Premium Gasoline. If Dealer leases his service station from Atlantic, Dealer shall pay as rent a sum equal to 6% of the gross receipts at the service station from all sources, excluding therefrom receipts from the sale of gasoline and any taxes which are stated separately and are not included as part of the selling price of the goods sold; such rent for any month or portion thereof shall be paid not later than the 15th day of the month immediately following, provided, however, that upon termination of the lease of the service station from Atlantic to Dealer, any rent accrued hereunder shall become due and payable upon the date of such termination.

If Dealer's average monthly gasoline gallonage for the preceding nine calendar months exceeds 5,999 gallons, then if in any calendar month of operation under this agreement the total commission received by Dealer under the provisions of the immediately preceding paragraph is less than \$400.00 Atlantic, by the 20th day of the following month, shall pay to Dealer the amount of such deficiency. Any rent due Atlantic from Dealer at the time such deficiency is due shall be deducted therefrom before payment thereof. If this Agreement is in effect for a portion of any calendar month, the amount of \$400.00 shall be adjusted ratably for such month to reflect the number of days that this Agreement shall have been in effect during such month.

2. Title to gasoline delivered from time to time to Dealer to replenish or augment the original Consignment Inventory shall not pass to Dealer, but it shall be considered as though said gasoline had been part of the original Consignment Inventory.

3. Upon termination of this Agreement, Dealer shall account to Atlantic for the consigned gasoline as follows:

- (a) Gasoline on hand shall be returned to Atlantic; or Dealer, at Dealer's option, shall purchase such gasoline at Atlantic's prevailing Dealer price applicable at that location on date of termination.
- (b) The difference between Dealer's "Consignment Inventory" and the quantity of gasoline on hand on date of termination shall be settled for as provided in Paragraph 1 hereof.

2177

COMMISSION EXHIBIT NO. 99.

January 19, 1948.

File: JSP—Tires

Goodyear Tire & Rubber Co., Akron, O.	Mr. S. Gaylord
U. S. Rubber Company, New York.	Mr. S. R. Milburn.
B. F. Goodrich Company, Akron	Mr. J. J. Hoban
Firestone Tire & Rubber Co., Akron.	Mr. J. Addison.
General Tire & Rubber Co., Akron.	Mr. L. A. McQueen.

Gentlemen:

Our Sales Department Management has requested of us a complete exploration of the tire manufacturers to determine at this time what interest you may have in the sale of your tires and tubes through Atlantic outlets. In our study to determine whether any change in present arrangements may be desirable, we wish to consider your propositions on first line, second line, and private brand, or as many of these lines as you merchandise.

To assist you in preparing your quotations, we give you on sheet #1 information we believe may be helpful. All of this data pertains to what we have to offer.

On sheet #2 attached we detail information we believe is needed to properly evaluate any deal you may propose. Some of our questions may be considered by you as confi-

dential information. We assure you your answers will be held in strict confidence. You may wish to augment your story with further information as to why you believe your deal would best suit Atlantic's needs. The more complete your preparation of your proposition the better it will be considered.

Should our account be of interest to you, please forward in writing, in duplicate, your best proposition. Quotations should reach us at your earliest possible convenience. After we have an opportunity to digest your offering it is likely we shall wish to discuss details in a conference to be later arranged.

Thank you very much for your attention to the above.

Yours very truly,

(Signed) J. S. Parks

Purchasing Agent.

JSP:R

CC to—Mr. S. J. Heideman.

2185 COMMISSION EXHIBIT 101A-101Z20.

TBA Study

Sales Research Section

May 1949

The Atlantic Refining Company

2187 This study represents the opinions and attitudes of 1071 dealers in 47 cities from Massachusetts to Florida. These dealers were chosen on a random basis within the following limits:

1. A quota for each brand, based on that brand's acceptance in the city.
2. Satisfy the definition of a promotable dealer.

In general, the study shows:

—A preference among Atlantic's dealers for Lee tires and Eide batteries that is very satisfactory.

- A supplier-dealer relationship on these two items that could be improved.
- Due to the multiplicity of brand names involved, no reliable deductions of a comparable nature can be made for accessory preferences.
- A definitely unsatisfactory supplier-dealer relationship on accessories.
- A superior supplier-dealer relationship on the part of Esso.

In 1948, Atlantic's gross sales of the items involved were as follows:

Tires	\$5,226,675
Batteries	\$1,354,330
Accessories	\$1,640,275

2189 Question 1:

Do you think you would prefer to buy all your major TBA items from one or several sources?

Answer:

Prefer one source for TBA:

Gulf	44%
Sun	43%
Esso	41%
Socony	34%
Atlantic	33%
Amoco	24%
Texas	19%

Answer:

Prefer several sources for TBA:

Gulf	52%
Sun	53%
Esso	58%
Socony	63%
Atlantic	67%
Amoco	74%
Texas	77%

N.B. Not shown are those who did not know.

2191 Question 2a:

Why do you prefer one source for your TBA? (asked only of those making this preference in question on page 1)

Answers: (requiring Petroleum Supplier action)

1. Service		2. Price		3. Guarantee	
Texas	38%	Sun	50%	Esso	11%
Atlantic	35%	Texas	47%	Socony	8%
Socony	32%	Gulf	43%	Atlantic)	
Amoco	28%	Atlantic	32%	Sun)	Less
Gulf	20%	Esso	29%	Gulf)	Than
Sun	19%	Amoco	28%	Texas)	4%
Esso	19%	Socony	19%	Amoco)	
4. Quality		5. Acceptance		6. Complete Line	
Esso	8%	Esso	8%	Gulf	11%
Socony)		Socony	6%	Esso)	
Atlantic)		Atlantic)		Atlantic)	
Sun)	Less	Sun)	Less	Socony)	Less
Gulf)	Than	Gulf)	Than	Sun)	Than
Texas)	4%	Texas)	4%	Texas)	4%
Amoco)		Amoco)		Amoco)	

[N.B. Not shown are those who did not know.]

Strike

2193 Question 2a:

Why do you prefer one source for your TBA? (asked only of those making this preference in question on page 1)

Answer: (Requiring no Petroleum Supplier action)

Cooperating with Supplier		Prefers one source	
Esso	12%	Atlantic	12%
Sun	9%	Socony	8%
Amoco	9%	Esso)	
Socony	6%	Texas)	
Gulf	4%	Amoco)	Less than
Atlantic)	Less than	Sun)	4%
Texas)	4%	Gulf)	

2195 Question 2B:

Why do you prefer several sources for your TBA
(asked only of those making this preference in 1 above)

Answers: (requiring Petroleum Supplier action)

Price		Variety of Brand	
Gulf	38%	Atlantic	18%
Socony	36%	Sun	18%
Atlantic	35%	Gulf	18%
Sun	30%	Texas	17%
Texas	30%	Amoco	17%
Esso	29%	Esso	16%
Amoco	22%	Socony	13%
Supply		Complete Line	
Esso	10%	Esso	5%
Texas	9%	Gulf	4%
Atlantic	8%	Sun)	
Socony	6%	Atlantic)	
Amoco)	Less than	Amoco)	Less than
Gulf)	4%	Texas)	4%
Sun)		Socony)	

2197 Question 2B:

Why do you prefer several sources for your TBA?
(asked only of those making this preference in 1 above)

Answers: (requiring no petroleum supplier action)

Customer's Demand	Dealer's Preference
Amoco 23%	Gulf 14%
Esso 17%	Amoco 14%
Sun 15%	Sun 13%
Texas 15%	Socony 12%
Atlantic 14%	Esso 11%
Socony 13%	Atlantic 10%
Gulf — Less than 4%	Texas 9%

2199 Question 3:

What do you consider the most important point in
selecting the source of your TBA?

Answers:

High Quality		Price	
Atlantic	34%	Socony	27%
Esso	32%	Amoco	26%
Socony	29%	Sun	25%
Sun	27%	Gulf	24%
Gulf	26%	Texas	23%
Amoco	24%	Esso	23%
Texas	23%	Atlantic	21%

Public Acceptance		Guarantee	
Sun	27%	Texas	23%
Texas	21%	Gulf	21%
Socony	17%	Amoco	18%
Amoco	17%	Esso	16%
Esso	15%	Atlantic	13%
Gulf	14%	Socony	10%
Atlantic	13%	Sun	9%

2201 Question 4:

What brand of tires would you prefer to sell?

	Atlantic	Esso	Texas	Sun	Socony	Gulf	Amoco
Lee	67					4	
Atlas		64					
Firestone	4	6	62	4	7	8	10
Kelly				57			
Mobil					42		
Gulf						38	
Amoco							23
Goodyear	11	10	10	10	13	7	18
Goodrich			11		5	12	5
U. S.		8	4	8	8	5	19
More than 1	10	5		13		13	10

N. B. Preferences below 4% omitted.

2203 Question 5:

Why do you prefer this brand?

(Answers requiring Petroleum Supplier's action)

Quality		Guarantee	
Sun	46%	Esso	30%
Socony	41%	Atlantic	28%
Amoco	39%	Gulf	15%
Atlantic	39%	Texas	14%
Texas	37%	Sun	13%
Esso	36%	Socony	13%
Gulf	35%	Amoco	6%
Acceptance		Advertising	
Amoco	20%	Texas	11%
Socony	19%	Esso	10%
Texas	19%	Sun	7%
Gulf	13%	Socony	7%
Sun	13%	Amoco	5%
Atlantic	12%	Gulf	5%
Esso	11%	Atlantic—Less than 4%	

200 Question 6:

What brand of tires do you carry now?

Answer: (Single mentions only).

	Sun	Atlantic	Esso	Gulf	Socony	Amoco	Texas
Kelly	80						
Lee		78					
Atlas			74				
Gulf				69			
Mobil					69		
Amoco						64	
Firestone							51
Goodrich				4			13
Goodyear							6

Choices of less than 4% omitted.

2207 Question 6a:

What brand of tires do you carry now?

Answer: (More than 1).

Esso Gulf Amoco Texas Atlantic Sun Socony

Atlas Plus	18					
Gulf Plus		18				
Amoco Plus			18			
Firestone Plus				17		
Lee Plus					15	
Kelly Plus						11
Mobil Plus						6

Choices of less than 4% omitted.

2209 Question 7:

Why don't you carry your preferred brand?

Answers:

I do		Obligation to Pet. Sup.	
Texas	71%	Amoco	46%
Atlantic	60%	Gulf	36%
Esso	59%	Socony	30%
Sun	58%	Sun	26%
Socony	48%	Atlantic	21%
Gulf	35%	Esso	18%
Amoco	30%	Texas	4%

Customer Demand

Texas	12%
Amoco	12%
Esso	10%
Atlantic	9%
Gulf	9%
Socony	9%
Sun	6%

2211 Question 8:

From what particular type of supplier would you prefer to buy your tires?

Answers: a

Petroleum
Supplier

b

Ind.
Distributor

c

Tire
Manufacturer

Esso	58%	Texas	36%	Texas	33%
Sun	49%	Amoco	32%	Amoco	23%
Gulf	48%	Gulf	21%	Socony	17%
Atlantic	44%	Sun	19%	Gulf	14%
Socony	43%	Atlantic	18%	Atlantic	13%
Amoco	23%	Socony	18%	Esso	12%
Texas	11%*	Esso	10%	Sun	11%

*Not significant.

d

No Preference

e

Jobber

Atlantic	19%	Socony	8%
Sun	13%	Atlantic	6%
Gulf	12%	Esso	6%
Texas	12%	Texas	6%
Socony	11%	Amoco	6%
Esso	11%	Gulf	5%
Amoco	10%	Sun	4%

No conclusions should be drawn from the jobber figure because of the small numbers of dealers involved.

2213 Question 9:

Why do you prefer—

A: The Petroleum Supplier (asked only of those who preferred the Petroleum Supplier)

Answers:

Service		Price		Guarantee	
Amoco	32%	Sun	36%	Texas	22%
Atlantic	27%	Atlantic	24%	Gulf	19%
Socony	25%	Amoco	18%	Esso	19%
Texas	22%*	Gulf	15%	Socony	15%
Gulf	21%	Esso	13%	Atlantic	12%
Esso	21%	Socony	11%	Amoco	11%
Sun	18%	Texas—		Sun—	
		Below	4%	Below	4%

*Not significant.

Quality		Good Relations w/ Supplier	
Amoco	11%	Texas	33%
Socony	9%	Amoco	18%
Esso	8%	Socony	17%
Gulf	6%	Atlantic	16%
Atlantic	} Below 4%	Sun	15%
Sun		Gulf	14%
Texas		Esso	8%

2215 COMMISSION EXHIBIT NO. 101P.

Question 10:

Why do you prefer—

B. The Tire Distributor? (asked only of those who preferred the Tire Distributor)

Answers:

Service		Price	
Atlantic	41%	Amoco	33%
Gulf	39%	Esso	26%
Sun	38%	Sun	23%
Socony	37%	Atlantic	23%
Esso	34%	Gulf	22%
Texas	33%	Socony	21%
Amoco	30%	Texas	10%

2774

Commission Exhibit No. 101R.

2217 COMMISSION EXHIBIT NO. 101Q.

Question 11:

Why do you prefer—

C. The Tire Manufacturer? (asked only of those who preferred the Tire Manufacturer)

Answers:

	Price
Sun	79%
Esso	73%
Gulf	63%
Texas	63%
Atlantic	61%
Socony	61%
Amoco	50%

2219 COMMISSION EXHIBIT NO. 101R.

Question 12:

From what type of supplier do you buy your tires now?

Answers:

Petroleum Supplier		Ind. Distributor	
Sun	79%	Texas	45%
Esso	78%	Amoco	9%
Atlantic	74%	Gulf	6%
Gulf	73%	Atlantic	5%
Socony	73%	Socony	4%
Amoco	67%	Sun	} Below 4%
Texas	19%	Esso	
More Than 1		Tire	
Amoco	18%	Texas	17%
Gulf	18%	Amoco	5%
Esso	17%	Atlantic	} Below 4%
Socony	15%	Sun	
Atlantic	14%	Esso	
Sun	13%	Socony	
Texas	9%	Gulf	

2221 Question 13:

Why don't you buy tires from your preferred source?

Answers:

I Do		Obligation to Pet. Sup.		Only Source Available	
Esso	59%	Amoco	51%	Esso	5%
Sun	57%	Gulf	37%	Socony	5%
Atlantic	54%	Socony	34%	Amoco	4%
Socony	53%	Atlantic	32%	Texas	4%
Texas	50%	Sun	26%	Atlantic)	
Gulf	47%	Texas	21%	Sun)	Below 4%
Amoco	35%	Esso	18%	Gulf)	

Customer Demand		Price	
Esso	5%	Sun	6%
Gulf	5%	Atlantic)	
Amoco)		Esso)	
Atlantic)		Gulf)	
Texas)	Below 4%	Socony)	Below 4%
Sun)		Texas)	
Socony)		Amoco)	

Reasons given by less than 4% omitted.

1223 Question 14:

What can a supplier do to better your tire business?

Answers:

Nothing Not Already Being Done		Price		Advertising & Promotion	
Atlantic	44%	Texas	32%	Sun	31%
Esso	44%	Amoco	27%	Amoco	26%
Socony	43%	Esso	26%	Atlantic	23%
Gulf	40%	Socony	24%	Gulf	20%
Texas	40%	Sun	24%	Socony	20%
Sun	36%	Gulf	20%	Texas	19%
Amoco	30%	Atlantic	17%	Esso	15%

2225 Question 15:

What brand of batteries would you prefer to sell?

Answers:

	Atlantic	Esso	Gulf	Sun	Socony	Amoco	Texas
Exide	79		14	17	14	17	14
Atlas		64					
Gulf			48				
Sun				43			
Mobil					43		
Amoco						22	
Firestone							17
Willard	5	9	10	14	19	28	21
Auto-Lite		4				5	5
Delco					5		11
Prestolite							4
More than 1	5	12	6	7	7	9	17
No Answer			8	9	9	9	10

N. B. Preferences below 4% omitted.

2227 Question 16:

Why would you prefer this brand of battery?

Answers:

Quality		Acceptance		Guarantee	
Atlantic	44%	Amoco	24%	Esso	30%
Gulf	35%	Socony	24%	Socony	16%
Socony	35%	Texas	23%	Gulf	15%
Amoco	35%	Sun	23%	Amoco	11%
Texas	32%	Atlantic	21%	Texas	10%
Esso	31%	Esso	15%	Sun	10%
Sun	31%	Gulf	10%	Atlantic	9%

Advertising		Price		Service	
Atlantic	9%	Gulf	8%	Texas	8%
Sun	9%	Sun	7%	Gulf	6%
Texas	6%	Socony	5%	Atlantic)
Amoco	5%	Texas	4%	Esso)
Socony	4%	Esso	4%	Sun	) Below
Esso	4%	Atlantic	) Below	Amoco	) 4%
Gulf	Below 4%	Amoco	) 4%	Socony)

2229 Question 17:

What brand of battery do you carry now?

Answers: (1 Mention Only)

	Atlantic	Esso	Sun	Socony	Gulf	Amoco	Texas
Exide	76		5				7
Atlas		72					
Sun			71				
Mobil				69			
Gulf					67		
Amoco						60	
Firestone							21
Willard							7
Goodrich							6
No Answer		4		7			6

Mentions less than 4% omitted.

2231 Question:

What brand of battery do you carry now?

Answers: (More than 1 mention)

	Gulf	Amoco	Esso	Atlantic	Sun	Socony	Texas
Gulf Plus	19						
Amoco Plus		18					
Atlas Plus			16				
Exide Plus				15			
Sun Plus					15		
Mobil Plus						12	
Firestone Plus							8

Mentions less than 4% omitted.

2233 Question 18:

Why don't you carry your preferred band?

Answers:

I Do		Obligation to Pet. Supplier	
Atlantic	77%	Amoco	43%
Esso	64%	Socony	32%
Gulf	61%	Gulf	30%
Sun	52%	Sun	27%
Socony	51%	Texas	19%
Texas	50%	Esso	16%
Amoco	39%	Atlantic	9%

Customer Demand		Price	
Socony	9%	Sun	6%
Texas	8%	Atlantic	5%
Amoco	7%	Esso)
Atlantic	7%	Texas)
Esso	6%	Gulf	) Below 4%
Sun	6%	Amoco)
Gulf	6%	Socony)

Reasons less than 4% omitted.

2235 Question 19:

From what particular type of supplier would you prefer to buy your batteries?

Answers:

Petroleum Supplier		Ind. Distributor		Battery Manufacturer	
Esso	62%	Texas	49%	Amoco	19%
Sun	54%	Amoco	35%	Texas	19%
Socony	53%	Gulf	19%	Socony	13%
Gulf	51%	Sun	18%	Gulf	10%
Atlantic	49%	Atlantic	15%	Esso	10%
Amoco	23%	Socony	13%	Sun	9%
Texas	8%	Esso	12%	Atlantic	5%

No Preference

Jobber

<i>Atlantic</i> Gulf	16%	Atlantic	13%
Gulf	14%	Texas	13%
Sun	10%	Amoco	9%
Amoco	10%	Socony	8%
Socony	9%	Gulf	6%
Texas	7%	Sun	5%
Esso	4%	Esso	5%

* Not Significant due to small base.

2237 Question 20:

Why do you prefer—

A. Petroleum Supplier? (asked only of those who preferred Petroleum Supplier)

Answers:

Service	Guarantee	Price
Texas 57%	Esso 20%	Sun 26%
Atlantic 25%	Socony 14%	Atlantic 21%
Amoco 25%	Atlantic 12%	Gulf 13%
Gulf 24%	Sun 12%	Esso 12%
Esso 19%	Gulf 10%	Amoco 11%
Sun 19%	Amoco 7%	Socony 8%
Socony 11%	Texas—Below 4%	Texas—Below 4%

Obligation	Quality	Good Relations With Supplier
Socony 14%	Esso 11%	Gulf 18%
Amoco 9%	Sun 9%	Amoco 18%
Gulf 9%	Atlantic 8%	Socony 14%
Atlantic 6%	Gulf 7%	Sun 14%
Esso)	Socony 7%	Atlantic 13%
Texas) Below 4%	Amoco 7%	Esso 13%
Sun)	Texas—Below 4%	Texas—Below 4%

* Not Significant due to small base.

2239 Question 21:

Why do you prefer—

B. Independent Distributor? (asked only of those who preferred the Independent Distributor)

Answers:

Service		Price	
Texas	44%	Atlantic	25%
Gulf	43%	Esso	20%
Sun	39%	Amoco	20%
Atlantic	35%	Texas	17%
Esso	23%	Sun	17%
Socony	21%	Socony	14%
Amoco	15%	Gulf	10%

Guarantee		Supply	
Socony	21%	Atlantic	9%
Atlantic	6%	Gulf	8%
Texas	6%	Socony)
Gulf	5%	Sun)
Esso	)	Esso	) Below 4%
Sun	) Below 4%	Texas)
Amoco	)	Amoco)

Socony—mentioned (14%) cooperation with this type supplier and (14%) only source available.

Amoco—mentioned (9%) variety of brand and (9%) no answer.

Gulf—mentioned (10%) acceptance.

Sun—mentioned (13%) preference for more than 1 supplier.

Esso—mentioned (11%) credit.

2241 Question 22:

Why do you prefer—

C. Battery Manufacturer! (asked only of those who preferred the Battery Manufacturer)

Answers:

Price

Esso	92%
Socony	79%
Gulf	64%
Amoco	61%
Atlantic	55%
Texas	53%
Sun	45%

* Not Significant due to small base.

Other reasons not significant also due to small base.

The Jobber is not significant for the same reason.

2243 Question 23:

From what type of supplier do you buy your batteries now?

Answers:

Petroleum Supplier		Ind. Distributor		More Than 1	
Sun	76%	Texas	52%	Esso	20%
Atlantic	73%	Amoco	8%	Amoco	20%
Esso	72%	Socony	7%	Gulf	18%
Gulf	72%	Atlantic	7%	Sun	15%
Socony	72%	Gulf	6%	Socony	12%
Amoco	62%	Esso	4%	Atlantic	9%
Texas	18%	Sun—Below	4%	Texas	5%

* Not Significant.

Jobber and Battery Manufacturer are not significant due to small base.

2245 Question 24:

Why don't you buy batteries from your preferred source?

Answers:

I Do		Obligation to Pet. Supplier	
Texas	67%	Amoco	47%
Socony	66%	Atlantic	27%
Atlantic	64%	Socony	25%
Esso	63%	Sun	23%
Sun	61%	Gulf	23%
Gulf	59%	Texas	19%
Amoco	38%	Esso	12%

Esso mentioned (6%), "only source available" and (4%) "supply."

Gulf mentioned (6%) customer demand.

2247 Question 25:

What can a supplier do to better your battery business?

Answers:

Nothing Not Already Being Done*		Advertising & Promotion		Price	
Socony	57%	Gulf	20%	Esso	25%
Texas	55%	Socony	20%	Atlantic	23%
Sun	53%	Amoco	20%	Sun	23%
Atlantic	51%	Atlantic	17%	Gulf	19%
Esso	51%	Sun	17%	Texas	19%
Amoco	49%	Esso	15%	Socony	19%
Gulf	48%	Texas	13%	Amoco	18%

2249 Question 26:

What accessories do you think your station should stock?

Answers:

Only Items Connected
With the Car

Socony	47%
Gulf	44%
Atlantic	43%
Sun	42%
Amoco	40%
Esso	36%
Texas	35%

Why Is That:

More Than This Not Applicable		Lack of Demand		Lack of Room		Requires Specialized Sales Effort	
Sun	39%	Texas	23%	Esso	17%	Amoco	14%
Amoco	37%	Sun	20%	Atlantic	16%	Esso	13%
Texas	33%	Gulf	19%	Amoco	14%	Texas	13%
Esso	29%	Atlantic	18%	Texas	13%	Socony	12%
Gulf	28%	Socony	16%	Socony	11%	Atlantic	11%
Socony	26%	Esso	11%	Sun	9%	Sun	9%
Atlantic	24%	Amoco	10%	Gulf	5%*	Gulf—	
						Less than 4%	

* Not Significant

2251 Question 27:

What accessories do you think your station should stock?

Answers:

Items With the Car
Plus Related Items

Esso	55%
Amoco	51%
Atlantic	49%
Texas	46%
Sun	46%
Gulf	39%
Socony	37%

Why Is That?

Customer Demand		More Than This Not Applicable		Extra Profits		Complete Line	
Sun	33%	Amoco	27%	Amoco	27%	Texas	13%
Gulf	29%	Gulf	24%	Atlantic	23%	Sun	12%
Texas	28%	Socony	22%	Texas	21%	Atlantic	10%
Socony	25%	Sun	21%	Socony	20%	Esso	7%
Atlantic	23%	Texas	21%	Esso	18%	Socony	5%
Esso	23%	Esso	20%	Sun	14%	Gulf	) Less
Amoco	23%	Atlantic	18%	Gulf	12%	) -than	
						Amoco	) 4%

* Not Significant.

2253 Question 28:

What accessories do you think your station should stock?

Answers:

Items Connected With the Car Plus
related items Plus nonrelated items
(Tools, House Furnishings, etc.)

Gulf	17%
Texas	17%
Socony	16%
Sun	12%
Esso	9%
Atlantic	8%
Amoco	7%

Why Is That?

Extra Profits	
Amoco	86%*
Socony	83%
Atlantic	71%
Gulf	67%*
Texas	64%
Esso	53%
Sun	47%*

* Not Significant due to small base

2255 Question 29:

What types of items do you sell now?

Items Connected With Car

Socony	57%
Gulf	57%
Sun	54%
Amoco	53%
Atlantic	50%
Esso	43%
Texas	38%

Why aren't you selling what you prefer?

Answers:

I Am		Lack of Room	
Texas	84%	Gulf	16%
Atlantic	83%	Amoco	16%
Esso	82%	Socony	13%
Socony	80%	Atlantic	10%
Sun	76%	Esso	10%
Gulf	75%	Sun	10%
Amoco	73%	Texas—	
		less than	4%

2257 Question 30:

What types of items do you sell now?

Answers:

Items With the Car Plus
Related Items

Esso	53%
Texas	51%
Atlantic	47%
Sun	44%
Amoco	44%
Gulf	33%
Socony	32%

Why aren't you selling what you prefer?

Answers:

I Am

Gulf	95%
Atlantic	93%
Amoco	90%
Esso	89%
Socony	88%
Sun	86%
Texas	75%

N. B. The number of dealers for all companies selling home appliances along with accessories is not significant because of the small number involved.

2259 Question 31:

Would you prefer manufacturer's or your oil company's brands?

Answers:

Manufacturer's Brands

Texas	67%
Atlantic	59%
Amoco	55%
Sun	39%
Socony	38%
Gulf	37%
Esso	28%

Why?

Acceptance		Advertising		Variety of Brand	
Sun	59%	Sun	23%	Atlantic	8%
Gulf	57%	Esso	18%	Esso	8%
Socony	55%	Socony	16%	Amoco	8%
Amoco	50%	Atlantic	15%	Texas	7%
Atlantic	48%	Amoco	15%	Socony	5%
Texas	45%	Texas	12%	Sun)	
Esso	33%	Gulf	11%	) Below 4%	
				Gulf)	

2261 Question 31a:

Would you prefer manufacturer's or your oil company's brands?

Answers:

Oil Company's Brands

Esso	59%
Sun	48%
Gulf	47%
Socony	38%
Amoco	30%
Atlantic	27%
Texas	19%

Why?

Quality		Acceptance		Cooperation With Petroleum Supplier	
Texas	25%*	Sun	16%	Sun	16%
Esso	22%	Amoco	16%	Socony	15%
Atlantic	19%	Texas	12%*	Amoco	14%
Gulf	19%	Esso	11%	Texas	12%*
Amoco	14%	Gulf	11%	Atlantic	11%
Socony	9%	Socony	11%	Esso	6%
Sun	8%	Atlantic	10%	Gulf—Below 4%	

* Not Significant

2263 Question 31a: (Cont'd)

Complete Line		Price		Service	
Texas	19%	Atlantic	17%	Atlantic	14%
Sun	16%	Amoco	13%	Socony	12%
Amoco	14%	Gulf	10%	Gulf	10%
Gulf	14%	Esso	9%	Sun	9%
Esso	12%	Sun	5%	Amoco	9%
Socony	12%	Texas	)	Esso	8%
			) Below		
Atlantic	5%	Socony	) 4%	Texas-Below	4%

Guarantee		Advertising	
Socony	15%	Socony	9%
Esso	14%	Gulf	7%
Gulf	8%	Sun	7%
Atlantic	7%	Esso	6%
Sun	7%	Atlantic)
Texas	)	Texas	) Below 4%
	) Below 4%	Amoco)
Amoco)		

2265 Question 32:

From what particular type of supplier would you prefer to buy your accessories?

Answers:

a.		b.	
Petroleum Supplier		Ind. Distributor	
Esso	54%	Texas	38%
Sun	49%	Amoco	30%
Gulf	45%	Sun	19%
Atlantic	33%	Atlantic	18%
Socony	30%	Gulf	18%
Amoco	23%	Socony	15%
Texas	10%*	Esso	11%

c. No Preference		d. Jobber	
Socony	26%	Socony	23%
Atlantic	23%	Atlantic	20%
Gulf	17%	Texas	17%
Texas	17%	Amoco	15%
Amoco	16%	Esso	14%
Sun	15%	Gulf	10%
Esso	9%	Sun	9%

* Not Significant

2267 Question 33:

Why do you prefer—

A. The Petroleum Supplier? (asked only of those who preferred the Petroleum Supplier.)

Answers:

Price		Service	
Sun	31%	Atlantic	22%
Atlantic	28%	Esso	22%
Gulf	22%	Gulf	21%
Esso	20%	Amoco	21%
Amoco	20%	Socony	20%
Texas	19%	Sun	6%
Socony—below 4%		Texas—Below 4%	

Complete Line		Good Relations With Supplier	
Texas	37%	Socony	22%
Gulf	10%	Atlantic	19%
Sun	10%	Amoco	18%
Socony	9%	Esso	13%
Esso	4%	Sun	10%
Atlantic	)	Gulf	10%
	) Below 4%		
Amoco	)	Texas—Below 4%	

2269 Question 34:

Why do you prefer—

B. The Independent Distributor? (asked only of those who preferred the Independent Distributor.)

Answers:

Service		Price		Variety of Brand	
Texas	30%	Sun	33%	Gulf	32%
Atlantic	29%	Amoco	30%	Atlantic	22%
Amoco	20%	Socony	22%	Socony	19%
Sun	19%	Gulf	21%	Amoco	14%
Esso	15%	Esso	20%	Texas	12%
Socony	12%	Texas	19%	Sun	12%
Gulf	10%	Atlantic	15%	Esso — Below	4%

2271 Question 35:

From what type of supplier do you buy your accessories now?

Answers:

Petroleum Supplier		More than 1	
Gulf	55%	Sun	37%
Sun	49%	Esso	31%
Esso	45%	Atlantic	29%
Atlantic	41%	Socony	28%
Amoco	39%	Amoco	26%
Socony	38%	Gulf	20%
Texas	14%	Texas	18%

Ind. Distributor		Jobber	
Texas	33%	Texas	20%
Amoco	13%	Socony	11%
Socony	11%	Atlantic	10%
Atlantic	7%	Amoco	9%
Sun	7%	Gulf	6%
Gulf	7%	Sun	5%
Esso	5%	Esso	5%

2273 Question 43:

Why don't you buy accessories from your preferred source?

Answers:

"I Do"		Obligation to Pet. Supplier	
Texas	60%	Amoco	44%
Socony	58%	Atlantic	33%
Esso	56%	Gulf	27%
Sun	56%	Socony	27%
Gulf	54%	Sun	20%
Atlantic	50%	Texas	19%
Amoco	33%	Esso	14%

Oil Co. does not
carry full line

Esso	13%
Sun	11%
Socony	8%
Atlantic	7%
Gulf	7%
Texas	4%

6%

2275 Question 37:

What can a supplier do to better your accessory business?

Answers:

Nothing that is not already being done		Advertising and Promotion		Price	
Texas	63%	Amoco	27%	Sun	16%
Gulf	58%	Atlantic	23%	Socony	16%
Socony	56%	Sun	22%	Esso	12%
Sun	53%	Esso	20%	Amoco	12%
Atlantic	51%	Gulf	18%	Atlantic	10%
Esso	51%	Socony	18%	Texas	10%
Amoco	48%	Texas	16%	Gulf	9%

2277 COMMISSION EXHIBIT NO. 101Z21-27.

Stewart, Dougall & Associates
30 Rockefeller Plaza
New York 20, New York

Gasoline Dealer Survey

Classification Data

Brand of Gasoline:

Status of Station: Owned.....

Leased.....

If Leased: Directly from Oil Company.....

From Distributor

From other Landlord

Type of Location: Heavy Traffic Artery

Average Traffic Street

Low Traffic (Local) Street

Division of Gasoline Volume: } Neighborhood.....

Mainly— } Transient

Commercial

Lubrication Facilities: Yes..... No.....

If Yes: Number of Bays.....

Special Facilities: Sells Tires: Yes..... No.....

Sells Batteries: Yes..... No.....

Sells Accessories: Yes..... No.....

Purchase of Gasoline Directly from Oil Company

who owns the Brand Name

Through a Distributor

From an Agent

From Wholesale Dealer

Other: (Describe Fully)

.....

.....

Yearly Gasoline Volume (Gallons):

Under 10,000.....	75,000- 99,999.....
10,000-24,999.....	100,000-149,999.....
25,000-49,999.....	150,000-199,999.....
50,000-74,999.....	200,000 or Over.....

Name of Station.....

Address..... City.....

Interviewer's Name..... Date.....

2278

General

Assume for the moment that you did not carry a line of tires, batteries and accessories and that you were just about to put in a line of such merchandise.

1. a. Under such circumstances, do you think you would prefer to buy all your major TBA items from one source or from several sources?

One Source.....

Several Sources.....

Don't Know.....

- b. Why is this?.. (Probe).....

2. a. Still assuming that you are about to put in a line of TBA and forgetting your present commitments, we would like to have you look through these cards and select the four (4) which you as a dealer would consider the four most important in selecting the source of your TBA merchandise. (Hand Dealer the Fourteen (14) Cards)

(Write in four (4) letters corresponding to letters on cards dealer selects.)

1..... 2..... 3..... 4.....

- b. Now, would you tell me which one (1) of those four you would rate first in importance?

(Write in one (1) letter corresponding to letter on card dealer selects.)

1.

Tires

3. a. Still assuming that you are about to put in a line of TBA and forgetting your present commitments, which of the following named brands of tires (these represent about 4 out of every 5 tires sold) would you prefer to sell?

Firestone.....	Goodrich.....	Seiberling
Goodyear	U. S.	Your oil com-
Lee	General	pany's brand....
	Kelly	

Other (Specify)

- b. Why would you prefer this brand?

.....

4. What brand(s) of tires do you carry now?

1. 2.

If one or more brands are not the same as "Preferred Brand" (in question #3a), ask:

5. a. Why don't you carry your preferred brand (exclusively)?

.....

- 2279 5. b. If you were to carry your preferred brand (exclusively), do you think your tire sales would increase, decrease or remain about the same?

Increase..... Decrease..... Remain the same.....
Don't know.....

If "Increase" or "Decrease" in Question #5b, Ask:

- c. Would you say that your sales would (increase) (decrease) slightly, moderately or quite a bit?

Slightly..... Moderately..... Quite a bit.....

Don't know.....

6. a. Still assuming that you are about to put in a line of TBA and forgetting your present commitments, would you have a preference as to any one particular type of supplier from whom you would want to buy your tires? For example, to name a few types, there are:

a. Your petroleum supplier..... f. Wagon peddler.....

b. Tire manufacturer..... g. Other (Describe).....

c. Independent distributor of tires.....

h. No preference.....

d. Another dealer acting as a supplier.....

e. Automotive Jobber.....

- b. Why is that? (Probe).....

7. From what type(s) of supplier(s) do you buy your tires now?

Supplier for Brand 1 (Question 4).....

Supplier for Brand 2 (Question 4).....

If One or More Suppliers Are Not the Same as "Preferred Source" (In Question #6a), Ask:

8. Why don't you buy tires from your preferred source (exclusively)? (Probe) _____
- _____
- _____

9. In the light of your experience and knowledge is there anything that a supplier could do to help you make your tire business a better part of your total business? _____
- _____
- _____

2280 Batteries

10. a. Still assuming that you are about to put in a line of TBA and forgetting your present commitments, which of the following brands of batteries (these represent about 4 out of every 5 batteries sold) would you prefer to sell?

Exide.....	Autolite.....	Your tire supplier's
Willard.....	Prestolite.....	brand.....
Delco.....	Gould.....	Your oil company's
		brand.....

Other (Specify) _____

- b. Why would you prefer this brand? _____
- _____
- _____

11. What brand(s) of batteries do you sell now?

1. _____

2. _____

If One or More Brands Are Not the Same as "Preferred Brand" (In Question #10a), Ask:

12. a. Why don't you carry your preferred brand (exclusively)? _____
- _____
- _____

- b. If you were to carry your preferred brand (exclusively), do you think your battery sales would increase, decrease or remain about the same?

Increase..... Decrease..... Remain the same.....

Don't know.....

If "Increase" or "Decrease" in Question #12b, Ask:

- c. Would you say that your sales would (increase) (decrease) slightly, moderately or a little bit?

Slightly..... Moderately..... Quite a bit.....

Don't know.....

13. a. Still assuming that you are about to put in a line of TBA and forgetting your present commitments, would you have a preference as to any one particular type of supplier from whom you would want to buy your batteries? For example, to name a few types, there are:

a. Your petroleum supplier..... f. Wagon peddler

b. Battery manufacturer..... g. Other (Describe)

c. Independent distributor of batteries

d. Another dealer acting as a supplier

e. Automotive jobber

h. No preference

- b. Why is that? (Probe).....

- 2281 14. From what type(s) of supplier(s) do you buy your batteries now?

Supplier for Brand 1 (Question 11).....

Supplier for Brand 2 (Question 11).....

If One or More Suppliers Are Not the Same as "Preferred Source" (In Question #13a). Ask:

15. Why don't you buy batteries from your preferred source (exclusively)? (Probe)

16. In the light of your experience and knowledge is there anything that a supplier could do to help you make your battery business a better part of your total business?

Accessories

17. a. Some dealers feel that service stations should limit their line of accessory items to those having only a direct connection to the running of a car. Such items would be spark plugs, fan belts, chains, lights, etc. Other dealers feel that related items should also be carried. Such items would be seat covers, car radios, heaters, sun glasses, etc. Still others feel that they should carry other items such as home and garden tools, electrical appliances, home radios and the like. What is your opinion as to the type of accessories you feel your own station should stock?

(Check One)

Items only connected with running a car
(plugs, fan belts, chains, lights, etc.)

Items connected with running a car Plus
related items (seat covers, car radios,
heaters, sun glasses, etc.)

Items connected with running a car Plus
related items Plus non-related items
(tools, appliances, home radios, etc.)

b. Why do you feel this way?.....
.....
.....

18. a. What type of items do you sell now?

(Check
One)

Items only connected with running a car
(plugs, fan belts, lights, chains, etc.).....

Items connected with running a car Plus
related items (seat covers, car radios,
heaters, sun glasses, etc.).....

Items connected with running a car Plus
related items Plus non-related items
(tools, appliances, home radios, etc.).....

If Answer In Question #18a Is Not the Same Answer As
That In Question #17a, Ask:

b. Why aren't you selling those accessories you feel
you should carry? (Probe)
.....
.....

2282 19. a. Still assuming that you are about to put in a
line of TBA and forgetting your present com-
mitments, would you prefer to sell manufacturer's
house brands or your oil company's brands?

Manufacturer's brands.....

Oil Company's brands.....

Other answer (Verbatim)
.....
.....

b. Why would you prefer to sell these brands over the
other brands?

If "Manufacturer's Brands":

Prefer manufacturer's over oil company's brands
because:

If "Oil Company's Brands":

Prefer oil company's over manufacturer's brands
because:

20. a. Still assuming that you are about to put in a line of TBA and forgetting your present commitments, would you have a preference as to any one particular type of supplier from whom you would want to buy your accessories? For example, to name a few types, there are:

- | | |
|-------------------------------------------------|---------------------------|
| a. Your petroleum supplier | f. Wagon peddler |
| b. Direct from manufacturer | g. Other (Describe) |
| c. Independent distributor of accessories ..... | ..... |
| d. Another dealer acting as a supplier | h. No preference |
| e. Automotive jobber | |

b. Why is that? (Probe)

21. From what type(s) of supplier(s) do you buy your accessories now?

If One Or More Suppliers Are Not the Same As "Preferred Source" (In Question #20a), Ask:

22. Why don't you buy accessories from your preferred source (exclusively)? (Probe)

23. In the light of your experience and knowledge is there anything that a supplier could do to help you make your accessory business a better part of your total business?

2283

F.

Speed Of Delivery After
Ordering

H.

A Rebate From Your
Supplier

J.

Price Protection

L.

Low Prices

N.

Advertising Support By the
Supplier

P.

Established Public Accept-
ance

R.

Long Margin Of Profit

G.

Merchandising Assistant
and Training

I.

Guarantee

K.

Exclusive Territory

M.

High Quality

O.

Completeness Of Line

Q.

Obligation To Your Pet-
roleum Supplier

S.

Extended Purchase Terms

2284 COMMISSION EXHIBIT NO. 102A-D.

August 22, 1949

Memorandum for
Mr. T. E. Kelly

As you suggested, I am outlining the additional considerations brought out in the TBA program meeting of August 12 in your office.

My supposition is that Mr. D. T. Colley wants dealers to have TBA but not of necessity through Atlantic, questions the results from system changes unless shown, but withal wants action. A reported loss of \$162,791 on TBA in the January, 1949, P & L cannot be ignored

Additional information, not available during the major survey, could focus attention at once not only on the soundness of the P & L as an influence in deciding what marketing method to follow but as well on estimating the effect of the major changes proposed in the TBA report and what could be expected if other marketing methods were adopted.

To obtain this information, I suggest these steps be given immediate consideration:

1. a) Examination of Company T.B.A. P & L expense accounts to find the extent of the elements entering into each account as to soundness of allocation, accuracy of time distribution, and essentiality of the activity costed. For example, just what does "District Office Accounting & Marketing" include and what are the possibilities of reductions in these activities and costs? (I understand, far as "time" is concerned, it is the consensus of the Sales Development Committee that the proportionate time spent on T.B.A. at an outlet should not be the basis for charging sales expense.)

- b) Examination of the latest turnover ratios and inventory investment for possible hidden costs therein that could be corrected by better ordering.
2. Securing of industry expense ratios for comparative and corrective purposes. For example, if we are way out of line on some expense account, what can be done immediately, if anything, to bring it into line.
3. Securing of more knowledge than prospectuses offer on other marketing methods as the Goodyear Wholesale or Commission Plans, embracing the possibilities and pitfalls therein, for comparative purposes.

I believe this information would be of great value in arriving at any decision on just what line to pursue in the whole T.B.A. matter. At any rate it is my belief that the studies and proposals in the T.B.A. Report are essential no matter what final marketing method is accepted with the possible exception of a Commission Plan.

For your consideration, a primary analysis of the apparent marketing alternatives is appended.

K. M. Ford

Sales Industrial Engineers

KMF: gr

cc: Mr. J. M. McIlvain
Noble Hall

2286

Marketing Alternatives.

The marketing alternatives appear to be:

1. Dealers are supplied entirely by local jobbers.
2. A Wholesale Plan similar to Goodyear is adopted.
3. A Commission Plan similar to Goodyear is adopted.
4. The present Company method is retained.

Primary analysis of these alternatives promotes certain reflections:

Local Jobber

A question may well be—is uniformity of products handled, service given, reliability of product and like considerations of more purport than?

- a. Faster deliveries to dealer of perhaps wider lines?
- b. A desire of the Company to withdraw from the activity:

It would seem that at least for the Class 1 and 2 stations, representing the Company to the public, the answer would negate the use of local jobbers as main suppliers other than on incidentals.

Wholesale Plan (Goodyear)

1. It may well be that the gross profit allowed is not equal to what the Company should obtain—that Goodyear is taking out too much for its warehousing and delivery operations. •

2. Removing the present Company physical distribution charges but retaining other expenses, as would seem necessary under the Wholesale Plan, would still leave a deficit. For example, on tires in the Company, January, 1949, P & L, Company operated Bulk Station expense was 3.2% of net sales; total expense was 28% of net sales. Taking 3.2% from 28% leaves 24.8% which is 8.7% above the proposed margin (16.13%) allowed by Goodyear on composite tire classes.

3. The proposed expense ratios developed by Goodyear are probably far too small.

4. If the Goodyear terms are not too attractive, does it point to a possibility Goodyear is emphasizing the Commission Plan and if so, why?

Commission Plan

1. The Company would still retain a significant sales expense, in all probability.

2. Would turning over Company outlets to Goodyear be detrimental to petroleum sales? There is not only the credit angle of possible tying up the dealers' ready money for Goodyear volume, if high pressured, but also possible emphasis of T.B.A. over petroleum by Goodyear for volume. There is also the counter possibility that Goodyear might not try to absorb all the volume the Company feels should pass through outlets.

2288 3. If Goodyear can allow a composite T.B.A. gross of 9.4% on net sales, is their expense allocation so much better than the Company's that their gross profit less 9.4% less their expenses still affords a net profit? It must be if, under their Wholesale Plan, they estimate Atlantic total expenses on tires and batteries should run 5.5% to net sales excluding physical distribution. If true, the position of the Company on expense is way out of line.

4. Once Goodyear is in the outlets what is the practicality of getting them out if the occasion warrants? The possibility of our return to operation depends upon their effort and maintenance of profit, not on ours.

5. Would not Lee struggle hard to keep its market (4 million or so volume) even to possible rough competition? As well, the recent Sales Research poll indicates a dealer satisfaction with Lee.

6. Will Goodyear give better delivery and general service than Atlantic?

7. Will dealers cooperate as well with Goodyear with the "obligation to petroleum supplier" status removed?

8. Just what expenses would the Company have to retain and what would be the final profit figure? Surely, much lower than 9.4%.

9. Will Goodyear satisfactorily maintain a productive volume to be allocated to Atlantic outlets?

10. Would Company outlets suffer severe competition from other Goodyear outlets?

11. The only secure chance of greater dealer volume is through our sales effort—not in relying on Goodyear sales effort.

Present Company Method

If this is retained, I believe it to be essential to carry through the recommendations of the T.B.A. report. One question to answer—is it to be just a dollars and cents proposition (that is, no loss or the greatest Company profit) or are there other factors to be considered?

One certainty is that sales must be increased and also the turnover rate without an accompanying increase in costs. Also, unessential activities and extreme expenses must be weeded out.

The aim of the T.B.A. report is to slash the inequities and cut the costs to the practical and workable.

K. M. Ford

Sales Industrial Engineers

2290

August 24, 1949

T.B.A. Marketing

Memorandum to
Mr. D. T. Colley

Following the transmittal to you on June 29, 1949, of Mr. Ford's "Report on T.B.A. Operations", we have given additional thought to the manner in which this problem might best be approached. Discussion between Messrs. McIlvain, Hall, Ford and myself resulted in the preparation of the attached memorandum of August 22 from Mr. Ford. Most of these same views were expressed by Mr.

2806

Commission Exhibit No. 102A-D.

Ford during our discussion, and this preliminary approach now suggested was prompted by his review of figures only recently available on T.B.A. costs and profits and his discussion with you. What is now being proposed as a preliminary step would seem to be in keeping with your desire to do something quickly about the large indicated loss.

Until such time as it may be desirable to engage in the broader study as proposed in my letter of June 29, 1949, please feel free to call directly upon Messrs. Hall and Ford for any service you or Mr. Neall may desire.

T. E. Kelly

Enc.

TEK: mj

cc: Messrs. K. M. Ford

Noble Hall

J. M. McIlvain

F. M. Neall

2294

COMMISSION EXHIBIT 104A-C.

The Firestone
Tire & Rubber Company
Harvey Firestone
Founder

March 30, 1950

Mr. D. T. Colley
Vice-President and General Manager
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pennsylvania

Dear Mr. Colley:

In consideration of the assistance and cooperation to be given to The Firestone Tire & Rubber Company by your sales organization in promoting the sale of Firestone products to and by Atlantic Lessees, Dealers, Commission Distributors and Distributors handling Atlantic gasoline, The Firestone Tire & Rubber Company will pay The Atlantic Refining Company a sales commission on all net sales of Firestone Tires, Tubes and Home and Auto Supplies, including Batteries, sold by Firestone to such accounts, who by mutual agreement are nominated by you and approved by us, according to the understanding and classifications set forth in this letter.

Firestone will report sales monthly on lists of such approved accounts furnished by Atlantic. Sales Commission rates currently in effect and which will continue until further notice are as follows:

Classification of Account	Rate of Commission
Lessees—"C"	10%
Dealers—"D"	10%

(1) Atlantic Lessees and Dealers

Sales Commission will be paid on all net sales to the above of products subject to sales commission except where sales commission rate will be as shown below in (3).

Lessees ("C") are dealers operating stations where entire property is owned or leased by Atlantic. Dealers ("D") represent Atlantic's other Contract Dealers handling Atlantic's gasoline.

Also included are Atlantic's Lessees ("CE") and such other Atlantic Dealers ("DE") served by Atlantic Distributors on petroleum products, where the Distributor is not qualified or active under the Sales Commission arrangement, where these accounts are approved.

2296	Classification of Account	Rate of Commission
	Commission Distributors "B"	7½%
	Distributors "E"	7½%

(2) Atlantic Commission Distributors and Distributors

Sales Commission paid on all net sales subject to sales commission to approved qualified Commission Distributors ("B") and Distributors ("E") operating bulk plants and distributing Atlantic's gasoline therefrom who wholesale such products to dealers, except where sales commission rate will be as shown below in (3).

These classifications also apply to any retail business engaged in by these accounts in retail locations, in addition to wholesale activity.

(3) Home and Auto Supplies

Where net sales of Home and Auto Supplies to any of the above accounts were \$25,000 or more in the previous calendar year, or reach \$25,000 in current calendar year, (beginning in month this volume reached), sales commission will be paid on these products at the rate of (for each such account):—5%.

Sales will be reported and commissions paid on net sales of:

- (1) Tires, Tubes and Retreads (Firestone produced retreads—and on "retreaded" casings when furnished by Firestone.)
- (2) Home and Auto Supplies including Batteries and Anti-freeze, and Repair Materials.

Sales Commissions are computed from net sales arrived at after deduction of quantity discounts, bonuses, price rebates, billing corrections, returned goods, adjustment credits, and wholesale commissions.

Net Sales for Sales Commissions do not include: used tires and tubes, camelback, adjustment sales, wheels, rims and weights, mechanical goods, Home and Auto Supplies not purchased from Firestone, equipment and supplies, advertising material and supplies, delivery commissions, Federal Excise Taxes, and State and City Sales Taxes.

Where sales are made by one oil company's qualified outlet to a qualified outlet of another oil company, such sales are only reported for latter oil company so that there will be no duplication of the sales commission payments.

2298 All accounts in the above classifications who are desirable for sale of Firestone products, may be nominated and qualified except: accounts who were Firestone Dealers before becoming Atlantic's Dealers or Distributors or who have been substantial Firestone Dealers for a period of years, Firestone Dealer Warehouses, Firestone Aircraft Distributors or Dealers, Commercial Accounts, taxicab and bus companies,

Store front locations operated by Lessees and Dealers ("C"—"D"—"CE" or "DE") accounts will be included only when they are directly a part of the service station location. Store front locations operated by Commission Distributors ("B") or Distributors ("E") may be included where approved by Firestone.

2810

Commission Exhibit No. 105A-B.

Records pertaining to our business with your outlets covered herein will be made available to you in our Districts for reasonable inspection during ordinary business hours.

This agreement will continue in effect until terminated by either party on one hundred and twenty (120) days written notice to the other.

Very truly yours,

The Firestone Tire & Rubber Company

By: (Illegible),

Vice President

Accepted:

The Atlantic Refining Company

By: D. T. Colley

2300

COMMISSION EXHIBIT 105A-C.

The Firestone Tire & Rubber Company

Harvey S. Firestone, Founder

Akron 17, Ohio

January 12, 1954

Mr. D. T. Colley,

Vice President and General Manager

The Atlantic Refining Company,

260 Broad Street,

Philadelphia 1, Pennsylvania.

Dear Mr. Colley:

The Sales Commission Agreement between our respective companies, evidenced by letter agreements of March 30, 1950 and April 20, 1951, contains certain provisions as to products included for sales commission purposes and the establishment of sales commission rates.

Effective January 1, 1954 the above-referred to Sales

Commission Agreement is amended in the following particulars, all other provisions of our Agreement to remain in full force and effect.

1. Net sales of Home and Auto Supplies for sales commission will not include the sales of Home Supplies listed in our Wholesale Catalog in Department #5 (Major Appliances) and Department #13 (Television).
2. The present sales commission rate on Home and Auto Supplies, as set forth in clause 3 on page 2 of the March 30, 1950 letter agreement is cancelled and replaced by the following:

"However, where net sales of Home and Auto Supplies to any of the above accounts were \$25,000 or more in the previous calendar year, or reach \$25,000 in the current calendar year, or where the account is extended the current #325 or #440 price list on Home and Auto Supplies (beginning in month of current calendar year when \$25,000 volume is reached or above prices are extended), sales commission will be paid on these products for such account at the rate of5%

If in any subsequent calendar year thereafter, (A) net sales of Home and Auto Supplies to any such account who is not extended the current #325 and #440 price list is less than \$25,000, or (B) if the current #325 or #440 price list is withdrawn from such account to whom net sales in such subsequent calendar year are less than \$25,000, then the commission on sales to (A) shall be adjusted for such calendar year to provide for the 10% or 7½% rate, as the case may be, in lieu of the 5% rate, and in the case of (B), shall be increased on the first day of the calendar month immediately following the withdrawal. We will provide you prompt written notice of any change in status of such accounts."

2812

Commission Exhibit No. 105A-B.

As evidence of your understanding and agreement to the changes listed above, please sign in the space provided below for signature and return one copy to this office. :

Very truly yours,

The Firestone Tire & Rubber Company

By: (Illegible).

Accepted:

The Atlantic Refining Company

By D. T. Colley

2304 The Atlantic Refining Company
 Petroleum Products
 260 South Broad Street
 Philadelphia 1, Pa.

November 3, 1954

Mr. H. D. Tompkins, Vice President
The Firestone Tire and Rubber Company
Akron 17, Ohio

Dear Mr. Tompkins:

The contract between our respective companies evidenced by letter agreements dated March 30, 1950, April 20, 1951 and January 12, 1954, and your letter of May 19, 1954 relating to the promotion and sale of TBA is hereby amended in one and only one particular, namely, from the date hereof until cancelled by either of our respective companies upon 365 days' written notice to the other, such contract shall continue in full force and effect.

As evidence of your understanding and agreement to the above, please execute the attached duplicate copy of this letter in the space provided for signature and return the same to this office.

Very truly yours,

The Atlantic Refining Company,
D. T. Colley.

Accepted and agreed to:

The Firestone Tire and Rubber Company,
By H. D. Tompkins.

2305

COMMISSION EXHIBIT NO. 106A-B.

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

April 20, 1951

Mr. H. D. Tompkins, Vice President
Firestone Tire and Rubber Company
Akron 17, Ohio

Dear Mr. Tompkins:

By letter agreement of March 30, 1950 between Firestone and Atlantic we agreed to assist and cooperate in promoting the sale of Firestone products to Atlantic dealers and distributors and embarked on a test of the Firestone T.B.A. program in two of our sales districts. We have decided, and you have agreed, to extend this arrangement to include our Eastern Pennsylvania, our Western Pennsylvania, and our Southern Sales Regions on the same basis as outlined in the letter of March 30, 1950.

It is understood that this expansion to the areas mentioned will be effective as of March 1, 1951, at which time Firestone will begin supplying the various products and services, outlined in the letter of March 30, 1950, to such of our resale outlets, either dealers or distributors, as desire to purchase them. At the same time, Atlantic will begin, through its field representatives, to assist Firestone in the additional territory mentioned, in the sale of the products and services outlined to Atlantic outlets, as has been done in the test districts.

This means that Atlantic salesmen will call upon retail dealer outlets and distributors, either alone or in company

with your representatives, to promote the sale of such products and assist these resale outlets in reselling them. It is understood that all such Atlantic retail outlets or distributors are free to choose whether, and to what extent, they shall purchase Firestone products and services, and that Atlantic representatives cannot and will not use any methods other than salesmanship to encourage such dealer retail outlets or distributors to purchase Firestone products and services.

In determining to expand the Firestone sales commission plan to the larger areas mentioned, we have done so upon your assurance that you will provide tires, batteries, and accessories in quantities to take care of the reasonable needs of those Atlantic resale outlets who desire to purchase your products for resale. We realize that such an assurance from you is subject to conditions beyond your control, to the fair and equitable treatment of all customers, and any government restrictions on the manufacture or distribution of the products involved.

2307. If the above correctly sets forth your understanding of the arrangement between us, please so indicate by signing and returning for our files the enclosed copy of this letter.

Yours very truly,

D. T. Colley.

Accepted:

The Firestone Tire & Rubber Company,

By: H. D. Tompkins.

2383

COMMISSION EXHIBIT NO. 121A-D.

The Goodyear Tire & Rubber Company, Inc.

Okron 16, Ohio

July 10, 1950

The Atlantic Refining Company

260 South Broad Street

Philadelphia 1, Pa.

Gentlemen:

We now confirm our arrangement with you relative to services to be rendered by you in promoting the sale of certain Goodyear merchandise through such independent resale outlets as are otherwise engaged in or propose to engage in the sale of your products and as are agreed upon in writing with you from time to time on our form G-1209.

From the date hereof until cancelled by either party upon one hundred twenty (120) days' written notice to the other, these services shall continue with respect to Goodyear tires (casings and tubes, including Goodyear-produced recaps or retreads and repaired tires), batteries and certain car and home merchandise and related merchandise listed in Exhibit A attached to this letter and made a part hereof.

While this agreement remains in effect, it is understood that you will actively assist us in selling and promoting the sale of the above merchandise to your customers above referred to. You will see that your field offices work energetically with us with a view to assisting us to the fullest practicable extent in perfecting sales, credit, and merchandising arrangements with all such customers.

We understand that in counseling with these customers with respect to the general management of their businesses, including accounting and operating practices, your

field representatives will give appropriate consideration to the maintenance of adequate stocks and to the distribution by such customers of merchandise purchased from us, and to the maintenance of proper identification and advertising with respect thereto.

You will instruct your field representatives that in their regular calls upon these accounts they shall encourage the accounts in undertaking and continuing vigorously their representation for us. To assist in the proper coordination of sales programs you will, from time to time 2385 at our mutual convenience, have your representatives call upon these customers in company with our salesmen. You will, throughout the term of our agreement, cooperate with and assist us in our efforts to promote and increase the sale of such merchandise by the customers to whom sales shall be made by us.

It is understood that you will maintain adequate dealer training programs in the sale of tires, batteries, and accessories, and qualified personnel to render the services called for hereunder regularly and efficiently. The right to accept or reject any order received from any customer shall at all times rest with us.

As soon as practicable after the end of each month, we will furnish you with a statement reflecting sales made by us through our retail stores, factory shipment, district warehouses or other owned outlets, and sales made by our dealer supply points and reported to us by our dealers, and in the case of car and home and related merchandise involving deliveries as shown on Exhibit A. While we cannot guarantee that all such sales by dealer supply points will be reported to us, or that in some instances cash or c.o.d. transactions may not be reported, we assure you that we will in good faith urge dealer supply points to keep us promptly advised of such sales and will endeavor to maintain a complete record of all such sales.

At the time each such statement is submitted, we will pay you a merchandise commission of ten per cent (10%) on all sales to your dealer outlets and seven and one-half per cent (7½%) on all sales to your franchise petroleum distributors as covered by such statement, computed on the net amount of invoices, excluding tax, after deducting all applicable discounts, allowances and bonuses, other than cash discount, whether shown on invoice or subsequently allowed, provided, however, that with respect to sales of Resolute batteries the commission shall be seven and one-half per cent (7½%) on all such sales whether to your dealer outlets or to your distributors.

We understand that you will retain for your own exclusive benefit all commission earnings received hereunder and that you will not directly or indirectly pay, credit, or in any other manner transfer any part of such commission to any customer of yours. Any violation of this understanding shall entitle us to terminate forthwith any further liability under this arrangement.

2387 Our records pertaining to business under this arrangement will be made available in our districts for reasonable inspection by you during ordinary business hours.

If we have outlined correctly your understanding of this matter, will you please so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

The Goodyear Tire & Rubber
Company, Inc.,

By

Vice President,

Attest:

Assistant Secretary,

Accepted:

The Atlantic Refining Company,

By

2389 Included items, subject to exceptions noted below:

1. Goodyear Battery Cables (when billed direct and delivered to the Atlantic dealer or distributor by the Goodyear District or from the manufacturer's factory or from the supply-point agreed upon on Form G-1209).
2. The following items (commonly called shelf items) of Goodyear Repair Material when delivered and billed either by the Goodyear District or factory or field warehouse:
 - Small & Bicycle Tube Repair Kits
 - Steptread Cement—Qts
 - Small Containers Cold Patch Cement
 - Emergency Self-Sealing Patches
 - Gasket Compound
 - Bicycle Rim Cement
 - Shaler M-50 Repair Kits
 - Motorist Vule-Patch Kit.
3. The following items (designated in accordance with Goodyear's regular classification of such merchandise) of Goodyear Car and Home Merchandise when delivered from the manufacturer's factory or from the Goodyear field warehouse:
 - All radios, radio aeralis, and radio accessories, except such items manufactured by General Electric, Motorola, and Admiral Corporation
 - Automotive Supplies
 - Hardware and Tools
 - Wheel Goods
 - Sporting Goods
 - Small Electrical Appliances
 - Housewares
 - Toys and Games.
4. Goodyear Brake Lining, Goodyear Wheel Weights, and Goodyear Brake Lining Rivets when delivered from the manufacturer's factory or from the Goodyear field warehouse.
5. All Dill and Schrader Merchandise when delivered from the manufacturer's factory or from the Goodyear District.

Exceptions—Items not subject to commission:

1. General Electric, Hot Point, and Major Appliances which are obtained by the dealers from the manufacturer's distributors.
2. Motorola Car Heaters
3. Battery Charging Equipment.
4. Brake Lining Equipment,
5. Camelback and recapping material.

Exhibit A, attached to and made a part of letter from The Goodyear Tire & Rubber Company, Inc. to The Atlantic Refining Company dated July 10, 1950

The Atlantic Refining Company

By

The Goodyear Tire & Rubber Company

By'

Vice President

2391 COMMISSION EXHIBIT NO. 122.

The Goodyear Tire & Rubber Company, Inc.

Akron 16, Ohio

July 5, 1950

Mr S J Heideman
Atlantic Refining Company
260 South Broad St
Philadelphia, Pa

Dear Mr Heideman:

Wish to acknowledge your favor of June 29th, together with outline of agreement, with changes suggested by Mr Stotz of Your Legal Department.

I am passing this on to Mr L W Baker of our Legal Department and will advise you further as promptly as possible.

Confirming my phone conversation of 27th (June) relative to your letter of June 22nd. It is our intent to pay commissions earned by you on various products listed under Exhibit "A" in accordance with the supply point designated on our Form G-1209, which form is jointly executed by both companies and the supply point is agreed upon and acceptable to the Atlantic Dealer.

The agreed supply point may be a Goodyear Dealer, a Goodyear Store, a Goodyear Field Warehouse, or a Goodyear District.

We will make changes in our agreement to conform with the above.

Kind regards.

Sincerely,

S. A. Gaylord

Manager—Petroleum Sales Dept

S A Gaylord

lfm

2822

Commission Exhibit No. 123.

2393

COMMISSION EXHIBIT NO. 123.

November 8, 1950

TBA SJH

T.B.A. Goodyear Commission Plan

Mr. S. A. Gaylord, Manager,
Petroleum Sales,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio.

Dear Sam:

I just had an opportunity to review with Mr. Stotz of our Legal Department the agreement which you submitted for the consideration of The Atlantic Refining Company.

In substance, this proposal describes our understanding of the responsibilities that we each have to discharge under the commission plan of operation. However, there are several places where a change or the elimination of a word would further clarify the subject matter.

I am returning herewith both the original and duplicate copy of the agreement and have indicated on the original the changes that we are recommending. Since these changes are very minor, I do not anticipate any objection to them on the part of your Legal Department, and hope that you will be able to send us a revised agreement, in duplicate, promptly.

Cordially yours,

S. J. Heideman

h

Enc.

2395

COMMISSION EXHIBIT NO. 124.

The Goodyear Tire & Rubber Company, Inc.

Akron 16, Ohio

November 29, 1950

Mr S J Heideman

The Atlantic Refining Company

260 South Broad Street

Philadelphia, Pa

Dear Syd:

As per your letter of the 8th I am pleased to send you, herewith, a revision of the agreement incorporating all of the changes suggested by you, which are entirely agreeable to us.

If you find it to be in order will thank you to have it signed, retaining the original and returning to us the duplicate signed copy. Am also attaching an extra unsigned copy which you may wish to retain for your files.

Looking forward to seeing you in Chicago, with kind regards.

Sincerely,

S. A. Gaylord

Manager—Petroleum Sales Dept

S A Gaylord

lfm

2824

Commission Exhibit No. 125.

2397

COMMISSION EXHIBIT NO. 125.

CC: Mr. Stotz

Room 1313

Note: Mr. Stotz also received third copy of agreement

December 14, 1950

TBA SJH

T.B.A. Goodyear
Commission Plan

Mr. S. A. Gaylord, Manager,
Petroleum Sales,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio

Dear Sam:

In reply to your letter of November 29th, I am happy to inform you that the agreement which you submitted has now been accepted and signed by Mr. Colley, and I am now returning the duplicate copy as you have requested.

Cordially yours,

S. J. Heideman

h

2399

COMMISSION EXHIBIT 126A-D

THE ATLANTIC REFINING COMPANY

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

April 3, 1951

Mr. Victor Holt, Jr., Vice President
Goodyear Tire and Rubber Company
Akron 16, Ohio

Dear Mr. Holt:

By letter agreement of June 1, 1950 between Goodyear and Atlantic we agreed to perform certain services to promote the sale of certain Goodyear merchandise.

At that time we began a test of the Goodyear TBA commission plan in one of our sales districts. We have decided and you have agreed to extend this plan to our Philadelphia and New Jersey, our New York, and our New England sales regions on the same basis as is outlined in the letter of June 1, 1950.

It is understood that this extension will be effective as of March 1, 1951, at which time Goodyear will begin supplying the various products and services outlined in the letter of June 1, 1950 to such of our retail outlets and distributors as desire to purchase them from Goodyear. At the same time Atlantic, through its field representatives, will begin assisting Goodyear in the extended territory in the sale of the products and services outlined in said letter with the understanding that, has has been the practice in the test area, our resale outlets shall be free to choose whether, and to what extent, they shall avail themselves of the opportunity to purchase Goodyear products and

services and that any resale outlet which chooses to carry products other than Goodyear shall not be prejudiced in any manner. Of course, we both understand that our organization cannot and will not use any methods other than salesmanship to encourage our resale outlets to purchase your products and services.

In determining to extend the Goodyear commission plan to those sales regions we have done so upon your assurance that you will provide tires, batteries, and accessories in sufficient amounts to take care of the normal needs of those Atlantic resale outlets which desire to avail themselves of your products. We realize that such assurance from you is subject to conditions beyond your control, whether now or hereafter existing, including government restrictions on the manufacture or distribution of the products involved.

2401 We understand that whenever the product supply situation is such that you are unable to furnish all the needs of all your customers you will make available to Atlantic resale outlets as large a share of their needs as are available to your other like customers.

If the above correctly sets forth your understanding of the arrangement between us, please so indicate by signing and returning for our files the enclosed copy of this letter.

Very truly yours,

(Illegible)

Accepted:

The Goodyear Tire & Rubber Company, Inc.

By: (Illegible)

Vice President

Attest: (Illegible)

Assistant Secretary

2403

THE ATLANTIC REFINING COMPANY

Incorporated—1870

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

July 7, 1954

Mr. Victor Holt, Jr., Vice-President
The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio

Dear Mr. Holt:

The contract between our respective companies, evidenced by letter agreements dated June 1, 1950 and April 3, 1951, relating to the promotion and sale of TBA, is hereby amended in one single particular, as follows:

Goodyear will not exercise its cancellation right in a manner that would cause the termination of the above referred to contract prior to December 31, 1954.

As evidence of your understanding and agreement to the above, please indicate your approval of the duplicate copy of this letter in the space provided for signature and return the same to this office.

Yours very truly,
The Atlantic Refining Company
By (Illegible)

Accepted and agreed to:
The Goodyear Tire and Rubber Company, Inc.
By: (Illegible)

Vice President

Attest (Illegible)
Assistant Secretary

DTC/h

2828

Commission Exhibit No. 125D.

2404

The Atlantic Refining Company

Incorporated 1870

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

September 15, 1954

**Mr. Victor Holt, Ja., Vice-President
The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio**

Dear Mr. Holt:

The Contract between our respective companies evidenced by letter agreements dated June 1, 1950, April 3, 1951, and July 7, 1954, relating to the promotion and sale of TBA is hereby amended in one and only one particular, namely, from the date hereof until cancelled by either of our respective companies upon 365 days written notice to the other, such contract shall continue in full force and effect.

As evidence of your understanding and agreement to the above, please execute the attached duplicate copy of this letter in the space provided for signature and return the same to this office.

**Yours very truly,
The Atlantic Refining Company
By (Illegible)**

**Accepted and Agreed to
The Goodyear Tire & Rubber Company, Inc.
By R. S. Wilson, Vice President
Attest: W. M. Menter, Assistant Secretary**

2405 COMMISSION EXHIBIT NO. 127A-H.

May 31, 1950

Atlantic Refining Company—Sales Commission

Sales Commission Plan

The Atlantic Refining Co will be paid a sales commission on net sales by authorized supply points of certain Good-year products to Atlantic Refining Co Independent Dealers, (hereinafter referred to as Atlantic Accounts) as recommended by Atlantic and approved by Goodyear District Manager.

All sales under this plan are sales by an authorized supply point to the Independent Atlantic Account. Billing issued to Atlantic Refining Co covering purchases for "Own Consumption" purposes are not subject to sales commission.

Payment of commission will be made to Atlantic by Akron and will be based on sales reported to Akron by Districts on monthly G-1204 reports.

Establishment of Authorized Supply Points

District Manager will determine supply point for each Atlantic account approved.

Goodyear Districts, Field and Factory Warehouses, Goodyear Service Stores and Goodyear Independent Dealers may serve as authorized supply points for these accounts. See Page 1-A for products each class of supply point may deliver.

The supply point will make delivery of the merchandise, issue billing and carry the Accounts of the Atlantic Account they serve.

Master Record G-1209

Atlantic Refining Co will prepare G-1209 on each Atlantic account which is to participate under the plan.

All copies of the form should be approved and forwarded by Atlantic to the Goodyear District Manager for approval and completion.

The G-1209 must be filled in completely as provided on the form.

After G-1209 is completed and approved by both Atlantic and Goodyear District Manager Goodyear District Office will distribute copies as follows—

Original (white)—District Office File

Duplicate (canary)—Atlantic Refining Company District Office

Triplicate (pink)—Goodyear Field Representative

Quadruplicate (blue)—Supply Point where a Goodyear Store (other supply points handled by list—see below)

G-1209 provided to Stores which are not supply points for merchandise other than Car and Home Merchandise must be clearly marked "applies only to Car and Home Merchandise."

No more than one Store will act as a supply point, the additional Store (stores other than the regular supply point) should be notified of the approved Atlantic account by letter.

Independent dealer supply points should be furnished a list of the Atlantic accounts who will buy from them and on whom we ask them to report.

2407 Credit Policy

All Atlantic Accounts participating under this plan will establish credit with the Goodyear District, Store or Independent Dealer, which has been designated to serve them. Purchases may, of course be made on a cash or COD basis also. Districts must maintain separate B-80 on each COD or cash account.

Price Policy

Approved Atlantic Accounts under this plan will purchase their requirements on the same basis as any independent dealer at the prices and discounts for which they can qualify in accordance with our regular sales program for tires, tubes, batteries, C&H Mdse, etc.

Products Eligible Under Sales Commission Plan

Sales of the following listed products to approved Atlantic accounts are to be reported on the G-1204 reports when delivery is taken from authorized supply point as indicated below:

(A) When delivery is taken from and/or billing issued by District

All Goodyear Tire and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farlight Batteries and Battery Cables.

Resolute Batteries.

Goodyear produced Recaps & Repairs.

All Dill and Schrader Valve Merchandise

Sea-Bee Outboard Motors.

Goodyear Repair Materials as follows—Small and Bicycle Tube Repair Kits, Quart size. Steptread Cement, Emergency Self-Sealing Patches, Small Containers Cold Patch Cement, Gasket Compound, Bicycle Rim Cement, Shaler M-50 Repair Kits and Motorists Vulc-Patch Kits.

(B) When delivery is taken from and billing issued by Goodyear Stores

All Goodyear Tires and Tubes (Except Airplane) including Seconds.

Goodyear Automotive and Farlight Batteries and Battery Cables.

Resolute Batteries.

Goodyear Produced Recaps & Repairs.

All Dill and Schrader Valve Merchandise.

Sea-Bee Outboard Motors.

Goodyear Car & Home Mdse stocked at Goodyear Field Warehouse.

- (C) When delivery is taken from a Field or Factory Warehouse.

Goodyear Car & Home Merchandise.

Goodyear Brake Lining, Rivets and Wheel Weights.

Goodyear Repair Materials—The same and only those items listed above under (A).

Includes merchandise shipped direct to dealer by manufacturer.

- (D) When delivery is taken from and billing issued by an Independent Dealer

All Goodyear Tire and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farmlight Batteries and Cables.

Resolute Batteries.

Sea-Bee Outboard Motors.

Goodyear Car & Home Mdse stocked at Goodyear Field Warehouse.

2409 Products Not Eligible Under Sales Commission Plan

Billing covering products listed hereunder, regardless of delivery point is not subject to commission and is not to be recorded by Stores nor included in G-1204 volume on which commission is to be paid.

Adjustment billing of any of the eligible products listed above.

All products not listed above as eligible products including but not limited to

General Electric and Hotpoint Major Appliances

General Electric Radios

Motorola Radios, Aerials and Accessories

Motorola Car Heaters

Anti Freeze

Tire Chains unless delivered by Field Warehouse

All types of Equipment—Battery Chargers, Display Service Station, etc.

Advertising and Sales Promotion items.

Sales Commission Plan

General

All Goodyear shipments will be to the supplying dealer—we will not drop ship to the Atlantic dealer for account of the supplying dealer.

Important—Careful attention under the Independent Dealer Supply Point handling is required to avoid payment to Atlantic of duplicated commissions under the following circumstances.

When an Atlantic account is authorized under this plan, commissions are to be paid only on this Atlantic account's purchases from his supply point. If this authorized account is the supply point for other Atlantic accounts, then sales to such other accounts are not eligible for commission as such would result in our paying commission to Atlantic on the original sale and then paying a second commission on the same merchandise when it was resold to the other Atlantic account.

The instructions outlined above under "Independent Dealer Supply Point", therefore, are applicable only if the dealer supply point is not an oil company approved commission account.

Goodyear Store Supply Points

District Manager will provide stores that are to function as supply point with G-1209 of specified Atlantic Accounts for whom the store is the designated supply point. As any changes occur in the G-1209, District Manager will notify

store of change by copy of G-1209. Upon receipt, stores must immediately revise their records.

It is suggested that stores file the visible G-1209 form in their stock ledger binder for ready reference. Stores receiving lists of accounts from their District Manager should order supplies of blank G-1209 forms with which to establish their visible system.

Special Instructions Covering Store Car & Home Supply Points

Only those stores specifically approved by District Manager, (after approval by Akron) may operate as Car & Home Supply Points.

2411 When so approved, supply point stores may sell and bill to specified Atlantic accounts any Goodyear Car and Home merchandise stocked at our Field Warehouse and Sea-Bee outboard motors. Brake lining and related merchandise, General Electric and Hotpoint Major appliances, GE Radios and Motorola Radios and Heaters are not involved under this arrangement.

The Atlantic Accounts' buying prices should be either dealer or distributor price net except for cash discount. Quantity shipping allowance will not apply. Annual Bonus will be paid if earned.

Payment of Commission

Akron will pay all commission to Atlantic in connection with this plan. Rates of commission varies by types of Atlantic account, and type of product, therefore it is of the utmost importance that all Atlantic accounts be correctly classified on G-1209 records and also when reported on G-1204 so that the correct amount of commission will be computed by Akron.

Rates of Commission Follow—

(A) Approved Petroleum Jobber or Petroleum Distributor

All Merchandise 7½%

(B) Approved Oil Company Dealer (not Jobber or Distributor)

All Merchandise (except Resolute Battery Volume) 10%

Resolute Battery Volume 7½%

Identified on G-1204 and G-1209 as Oil Company Dealer

Car and Home Merchandise—If account is approved

Car & Home Merchandise Wholesaler 7½%

G-1204—Reports

Volume subject to sales commission must be segregated under the following classifications:

(A) All new tires and tubes including seconds, recaps and repairs, special priced stock, motorcycle, bicycle, truck farm, industrial and wheelbarrow tires and tubes but excluding airplane tires and tubes.

(B) Goodyear batteries including farmlight, battery cables.

(C) Resolute batteries.

(D) Car & Home and other products subject to commission not detailed above.

Commission is payable on the above merchandise only if delivery is made in accordance with schedule in Special Account instructions. Credit memos should be deducted from respective commission volume accumulations.

Recording of Volume for Accounts on District Ledgers Tire and Tube Volume

Post bonusable items including credits for experimental Truck Bonus to the B-80D statistical sheet as usual.

Non Bonusable Tire and Tube items such as Motorcycle, Bicycle Tires and Tubes, etc., which are eligible under the sales commission plan are to be posted in miscellaneous column of the B-80D at the time postings are made to the

B-80. Post at merchandise net invoice level.

2413 Goodyear Automotive Batteries Including Farmlight

Post Bonusable items to B-80D statistical section in usual manner. On guaranteed accounts postings should be made to the B-80D at the level prior to deduction of guaranteed annual bonus. Show annual bonus allowed as a separate item in a miscellaneous column at top of B-80D. Enter net battery volume on G1204 (Battery Bonus Volume less Annual Bonus).

Resolute Batteries

Resolute volume should be entered on B-80D in appropriate column. This volume must be kept entirely separate from Goodyear Battery volume accumulations.

Car & Home Merchandise & Miscellaneous

Post to B-80D such volume which is subject to sales commission. Enter on B-80D at net invoice price after deduction of all allowances. Include only items specifically designated as applicable for sales commission.

Recording of Volume for Accounts Sold by Stores and Supplying Dealers

Sales of merchandise subject to commission by dealer and store supply points to approved G-1209 accounts is to be entered to B-80D statistical ledger sheet as outlined in Wholesale Field Operating Manual page C-308.

Distribution of G-1204

- Copy #1 and #2—Oil Company District Office
- #3—Statistical Division Sales—Accounting Dept Akron
- #4—District Manager
- #5—District File
- #6—Petroleum Representative

2415 G-1204 Report of Sales—General Instructions

Districts will prepare G-1204 reports monthly covering sales to all accounts under the Oil Company Commission Plan for each Oil Company buying under this plan. Reports are to be mailed no later than 5th of month. Distribution of copies is outlined under Special Account Instructions Pertaining to each Oil Company.

All Oil Companies operating under the commission plan will prepare and submit to Districts G-1204 reports listing thereon accounts within the respective Goodyear District which have been approved to participate under the commission plan.

Where the Oil Company fails to list approved accounts on the G-1204, Districts should list such accounts thereon. Before transferring totals from B-80D to G-1204 verify account class indicated on G-1204 to classification shown on B-80D.

Once a sale has been made to any account include the accounts sales on each month's G-1204 (even though no sales are made in the current month—in this instance transfer to the G-1204 only year to date totals) until the close of the calendar year provided the account is not deleted by a G-1209 or a change in account classification in the meanwhile.

Delete from detailed G-1204's the account cancelled by

G-1209 removal notices in the month following the month in which cancellation occurs. (This means that the year to date total on the G-1204 for the month following date of deletion of any accounts will exclude all volume for such deleted accounts.)

When a change in account classification occurs indicate on the G-1204 the date of change immediately after the account class in the period the change takes place and show account on another line on G-1204 under new account classification with purchases on the new basis being reported on the new listing. On the following periods G-1204 delete from year to date totals volume reported under the former classification.

After posting B-SOD totals to the G-1204, total the latter report according to classification of accounts and enter current and year to date on the respective lines at the bottom of each page of the G-1204.

After all G-1204's have been totaled make up a separate summary G-1204 for each Oil Company Division or District. Identify each as a summary report.

Prepare the summary reports by sorting G-1204's by Oil Company Division or District Office and run totals thereon of each total block (current and year to date) appearing at the bottom of the G-1204. Transfer respective totals to the body of the summary G-1204. Use separate line for each account classification and identify in account class column as "CHJ", "J" or "D". Show current month or year to date totals.

The summary G-1204 prepared at the end of each current period must include not only active account's volume but also the volume which has been dropped in the current year due to removal of accounts from participation in the Sales Commission Plan or due to change in account classification.

After determining and entering the current periods to-

tals shown on the summary G-1204 a separate listing in the year to date column only the individual accounts 2417 removed that month. Enter removed accounts accumulated volume in the proper product column. Enter on separate lines volume by each account classification and identify in account class column as "CHJ", "J", or "D". On the following month's summary G-1204 shows as a separate listing by proper product and account classification the grand totals of removed accounts per previous month's summary G-1204 and then list thereunder, by name and volume the individual accounts removed during the current month. Total summary sheets and carry totals to respective blocks at the bottom of the sheets.

The total of the current months year to date figures and the "Removed Accounts" figures should reflect a grand total of all volume reported year to date for payment of sales commission.

Check all G-1204 figures by adding the summary G-1204 current month's totals to the previous month's summary G-1204 year to date totals.

District Operating Managers will sign summary sheets only. Many instances occur where figures on copies are illegible due to poor figures, worn out carbon paper and off register of forms. The District Operating Manager's signature on summary sheets will be construed to mean that he has inspected each copy of all G-1204 forms for imperfections.

General

- (1) Oil Companies finding it necessary to question the accuracy of G-1204 reports contact the District.

All complaints should be checked out at once and reported back to Oil Company.

If errors are revealed on our part, show the correction on the B-80D and include with volume on the next month's G-1204 in the current month's column even

though the corrections may involve a period of several months. This treatment applies to any year to date adjustment regardless of the source of correction.

Complaints registered by the Oil Company where store is the supply point should be forwarded to the store for check of store reports. If check by store does not reveal any errors, District should advise Oil Company by store invoice number and amount the volume included on G-1204 and request that they advise the invoice numbers covering any volume not included. Upon receipt of this information from the Oil Company, request the store to verify the claim, advising the District whether or not the additional volume is to be included in the next G-1204 report. District should advise the Oil Company definitely regarding the disposition of all claims.

- (2) Where commission accounts are approved for retro-active handling, a report of sales from the effective date forward should be secured from the approved supply point and all volume so reported is to be shown under current month on B-80D and G-1204.
- (3) It is preferred that G-1204 be typed, however, this is not a hard and fast rule—in the event the report is handwritten be sure all copies of the report are legible and in neat readable handwriting or hand printing.

G-1209 General Instructions

G-1209 must be prepared on each independent Petroleum Reseller Account participating under an Oil Company Sales Commission Plan.

2419 Instructions peculiar to each Oil Company with respect to the G-1209 and its preparation, distribution and approvals required and other details will be found in Special Account Folder Instructions for the respective Oil Companies.

The G-1209 must be filled in completely as provided on the form. Under "Supply Points" list the supply point or points from which the account will secure its requirements. In spaces opposite caption "Type of Oil Company Ac-

count" check appropriate block. In space opposite caption "Is this Account an Approved Goodyear Car and Home Wholesaler", check "Yes" or "No" whichever is appropriate.

Effective Date for Additions of New Accounts

The Goodyear District Manager will be entirely responsible for the effective date of any new accounts which are to participate in the Commission Plan.

In certain cases retroactive effective dates of the G-1209 may be approved by The Goodyear District Manager. Retroactive approval will become effective the first day of the month designated in such approval.

The number of retroactive approvals should be very limited because there is no reason why a Petroleum Company Account who is eligible to participate in the Commission Plan cannot be signed up by the Petroleum Company Representative at the time and date the account is eligible for participation in the Commission Plan.

Cancellation of or Changes in Approved Accounts

When the change or cancellation is to be made in status of an established account G-1209 will be prepared either by Goodyear or the Oil Company in the same manner as for a new account. Proper spaces on the form should be checked and the effective date shown.

District Manager should approve and submit all copies to Oil Company Office, requesting Oil Company to retain their copy for file and returning remaining approved copies to the District. Where Oil Company institutes changes Oil Company will forward all copies to Goodyear District Manager for completion and approval. Goodyear will distribute in usual manner.

Changes or cancellations must show proper reasons in "Remarks" space.

May 10, 1950

TBA SJH

T.B.A. Commission Plan

Mt. F. M. Neall,
Room 1706.

Dear Sir:

With further reference to my letters of April 12th and May 2nd, I have to report that the question of brand selection between Goodyear and U. S. has been discussed with both Mr. Estlow and Mr. Sanborn. Both of these gentlemen welcome the opportunity to test the commission plan in the Newark, New Jersey District, and they have expressed an overwhelming preference for the Goodyear brand. This preference is based on acceptance of Goodyear brand in the Newark District. They even prefer Goodyear over Firestone.

Last week I had an opportunity to discuss Goodyear and Firestone with George Switzer of Shell, and he expressed himself as being definitely in favor of relationship with Goodyear for best results over the long pull.

In considering the relative advantages of Goodyear versus U. S., it is recognized that U. S. has no company stores. However, this apparent advantage is more than offset by their extensive use of distributors inasmuch as their distributors have just as much latitude in the use of price in securing business as is enjoyed by company stores. U. S. favors nationally branded accessories and so does Goodyear. U. S. is following a policy of selective appointment of oil company representation. This is the type of policy that might be expected from those who do not have the business. Nevertheless, U. S. has aggressively solicited oil jobber business and with some reasonable degree of success.

Therefore, whether or not there is any immediate neighborhood competition with our stations in the selling of the same brand of T.B.A. depends on their past, present and future successes in establishing jobber distribution. U. S. is reputed to be the largest tire manufacturer in the world, but a considerable portion of their production is private brand. They are the largest manufacturer of private brand tires. While there is a definite advantage in size

from the standpoint of flexibility there is also the 2423 disadvantage of the larger, and perhaps more important, obligations that this manufacturer will have with private brand contractors. In times of emergency, these may very likely take precedence over the requirements of smaller marketers. This did happen during the recent war and the post war period. U. S. does not have as extensive an accessory line as Goodyear or Firestone. This does not appear to have any important advantage as in reality only those of our dealers who are able, and these will be relatively few, will attempt to merchandise other than automotive items. U. S. is making a considerable effort to sell premium quality merchandise. Goodyear and Firestone have premium lines for sale also. In my opinion, the latter are being a little more realistic about service station merchandising possibilities. It takes the exceptional type of merchant to handle a volume of business on high priced merchandise, and in the service station business we are essentially limited to the everyday-garden-variety type of service station operator.

The information that I have listed in this letter, and also my letters of April 12th and May 2nd, prompts me to recommend that Newark be selected for the third test district of the commission plan and that the Goodyear program be used for this purpose.

Very truly yours,

h

2844

Commission Exhibit No. 139.

2425

COMMISSION EXHIBIT NO. 129.

May 17, 1950

T.B.A. Commission Plan

Mr. D. T. Colley
17 Floor

Mr. Heideman and I again sat down with the Goodyear and U. S. Tire people on the above subject.

After weighing and measuring the offers made by these people and discussing the matter with Messrs. Estlow and Sanborn, we have arrived at the conclusion that Newark would be an excellent place to try out the commission plan with a supplier other than Firestone, and because of the high acceptance of Goodyear in that area, they appear to give us more opportunity to get a better evaluation of the Commission Plan than U. S. All figures we have definitely give Goodyear the advantage over U. S. throughout our entire sales territory.

It is, therefore, our recommendation that we promptly make arrangements with Goodyear to take over the Newark area on a commission basis.

F. M. Neall.

m

cc: Mr. S. J. Heideman

2427 COMMISSION EXHIBIT NO. 130A-G.

June 16, 1950

Goodyear T.B.A. Bulletin #G-1

Accounting

Mr. G. H. Milligan's letter dated June 6, 1950 subject: "Accounting Procedure in Connection with Goodyear Plan For Sale of T.B.A. Products in the Newark, N. J. District" has been mailed to the personnel concerned.

S. J. Heideman

2429

Philadelphia, Pa.

June 6, 1950

SA:FOW

Accounting Procedure in Connection
With Goodyear Plan for Sale of TBA
Products in the Newark, N. J. District

With the adoption of the Goodyear Plan in Newark which has to do with the Company's receiving a commission for sales made by Goodyear to Atlantic Dealers and Distributors, following is the accounting procedure:

A list of all Dealer and Distributor accounts in the Newark territory, including the New York Harbor accounts, has been prepared and it is planned that each of these accounts will be solicited in an effort to have them participate in this plan. As the accounts' acceptance are obtained, the Sales Statistical Section in Philadelphia will be informed by the Newark Office. This information should be communicated by letter or memorandum, stating the following:

1. Name of Proprietor

2. Trade Name
3. Address
4. Type of account—by type of account, we mean either a regular Dealer who purchases for resale on a retail basis or a Distributor who purchases for resale on a wholesale and/or retail basis.
5. Effective Date—this should be the date that the account agrees to participate in the plan.

Goodyear Form G-1204, Report of Purchases from Goodyear by Oil Company Accounts

The Sales Statistical Section in Philadelphia will prepare the above report monthly. This report consists of a listing of the accounts who are to participate in the plan. This form acts as a claim against Goodyear for the purpose of payments of commissions to The Atlantic Refining Company on sales made to Atlantic Account. Detailed procedure covering the use of this form is attached.

Goodyear Form G-1209

After the initial drive has been made, there will be instances where additional Accounts are to be established, removed or changed. When these changes occur, Form G-1209 is to be issued by the Newark District Office. For details pertaining to the use of this form, see attached procedure.

2431

Philadelphia, Pa.

June 6, 1950

Goodyear Form G-1204

Report Of Purchases From Goodyear
By Oil Company Accounts

SA:FOW

Effective

Immediately.

Purpose

To report to the Goodyear Tire and Rubber Company, a list of Dealer and Distributor Accounts who purchase T.B.A. under the Goodyear Plan and for Goodyear to report to Atlantic the sales value of these purchases for statistical purposes and computing amount of commission.

Description

8 1/2" x 13", white, 100 to pad.

Issued By

Philadelphia Region Office, Statistical Section.

Issued When

So that it will be in the Goodyear District Office not later than the 20th of the calendar month.

Number Of Copies

Seven (7).

Distribution Of Copies

First six (6) to Goodyear District Office.

Seventh retained by the Region Office, Statistical Section.

The Goodyear District Office, after the close of the month's business, will complete purchase information on the form and return the original and duplicate copies to Controller's Office Domestic, in Philadelphia, by the fifth

working day of the following month. The duplicate copy will be relayed from Controller's Office Domestic, to the Region Office, Statistical Section.

Retention Period

Two (2) years.

Procedure

A separate set of forms is to be prepared according to each Goodyear District Office.

Name of Oil Company—Show "The Atlantic Refining Company"

2433 Oil Company Division or District Office—Show "Newark"

All other spaces on the upper portion of the form leave blank.

#—Leave blank

Name of Proprietors—Show the proprietor's name

Trade Name—If the Account has a trade name, show it.

Address—Show the billing address of the Account.

Accounts are to be segregated according to classification; that is, all Dealers who resell at retail are to be placed in one group and all of those who are classified as Distributors in a separate group.

Balance of the form is to be left blank at the time it is issued.

Goodyear will report purchases as follows:

1. Goodyear District Warehouses—20th of the month to the 19th of the following month.
2. Goodyear Service Stores—25th of the month to the 24th of the following month.
3. Purchases from Goodyear Dealers—calendar month basis.

The forms, when returned by Goodyear, will indicate in the appropriate columns purchases made by each account. This information will be separated as follows:

- a. New Tires and Tubes
- b. Goodyear Batteries and Cables
- c. Resolute Batteries
- d. C & H Accessories and other Merchandise

This information will be shown for the current and/or fiscal month and cumulative for the year to date.

Upon receipt of the completed report, the G-1204 is to be used for posting to the B-503 statistical card. For this purpose, items b and c may be combined into one total.

After the posting is completed and the G-1204 has served its purpose, it should be sent to the District Manager in the Newark Office.

2435

Philadelphia, Pa.

June 6, 1950

SA:FOW

Goodyear Form G-1209

Effective

Immediately.

Purpose

To report to the Goodyear Tire and Rubber Company, Dealers and Distributors who have agreed to participate in the plan; also; to report Accounts to be removed from the plan and changes in proprietors.

Description

3 1/2" x 7", 4 copies to set—original, white; duplicate, yellow; triplicate, pink; quadruplicate, blue.

Issued By

Atlantic's Newark District Office or Goodyear's District Office.

Issued When

As new Accounts agree to participate or when changes in proprietors occur and when Accounts are to be removed.

Number Of Copies

Four (4).

Distribution Of Copies

When issued by Atlantic District Office, all 4 copies to be forwarded to the Goodyear District Office having jurisdiction over the Account. The yellow copy will be returned to the Atlantic Newark District Office by Goodyear as an indication that they have accepted the Account or have acknowledged the change in proprietors.

When issued by Goodyear, all 4 copies will be forwarded to Atlantic Newark District Office. After approval by Atlantic District Manager, retain the yellow copy and return the other three copies to the Goodyear District Office from which received.

Retention Period

Two (2) years.

Procedure

Goodyear District—Show name of the Goodyear District to which the form is to be sent.

Date Issued—Indicate the date on which the form was issued.

2437 Date Effective—Indicate the effective date of the Account's participation in the plan if a new Account or if the report is one covering change or removal of proprietors, indicate effective date.

Check One

New Acct. Remove Change—Three blocks are provided for the purpose of indicating whether the form covers:

1. New Account

2. An account to be removed from the plan.
3. A change in proprietors.

The appropriate block should be checked. In the event of a change of proprietors, the block headed "Change" should be checked and the form issued to show the name of the new proprietor. In the block headed "Special Instructions" a notation is to be made showing the name of the preceding proprietor.

Oil Company—Show "The Atlantic Refining Company" Division or Dist. Office—Street & City Address—Show Atlantic's Newark Address.

Oil Company Sales Area—Show the code number of the Salesman's territory to which the Account is assigned.

List Supply Points Below—This is to be left blank at the time the form is issued, but it will be completed by the Goodyear District Office. They will indicate in this portion of the form the supply point or points from which the Account will receive his supplies. After this information is received, the Account should be so informed.

Is this Account an approved Goodyear Car & Home Jobber?—Leave blank.

Type of Oil Account—Indicate class of account by crossing out classification which does not apply.

Approved (Goodyear District Manager)—The form, if accepted, will be approved by the Goodyear District Manager, whose signature will appear on the acknowledgment copy when returned to Atlantic's Newark District Office.

Approved (Oil Co. Representative)—This space should be signed by Atlantic's Newark District Manager, or other person to whom he has delegated the authority, before the forms are sent to the Goodyear District Office.

2852

Commission Exhibit No. 131.

2439 Participating Oil Company Account:—In the space immediately below this caption show the proprietor's name, street address, county, city and state.

Trade Name or Style (If any)—If the Account has a trade style or trade name, show this information in this space.

Goodyear Field Representative—Leave blank.

General

When the acknowledgment copy is received in Atlantic's Newark District Office, a record should be made for the benefit of the Order Clerk so that, in the event he receives orders for Goodyear products from the Account, he will be in a position to relay the information to the appropriate Goodyear supply point. The form should then be forwarded to the Region Office, Statistical Section, so that it may be included on the current G-1204 Claim Form.

2441

COMMISSION EXHIBIT NO. 131.

July 26, 1950

TBA RMT

Battery Charging Equipment

Newark, N. J.

Mr. W. J. Jackson

Room 1218

Dear Sir:

Mr. Fred Romer has inquired as to the policy to be followed in the Newark District in suggesting to dealers the equipment to be purchased by them.

Atlantic's recommendation to dealers in the Newark District will be that they purchase all T. B. A., including T. B. A. tools and equipment, from the Goodyear Tire & Rubber Company.

Very truly yours,

T. B. A. Section.

2443

COMMISSION EXHIBIT NO. 132.

August 2, 1950

GN-RB

Messrs. B. M. Boor, Pittsburgh
J. O. Estlow, 12th floor
W. J. Griffiths, Reading
H. H. Ingersoll, Charlotte
H. W. Jollie, Providence
G. V. Ostrander, Syracuse.

cc: Messrs. E. R. Cox, Jr., Room 810
S. J. Heideman, 12th floor
C. P. Mumma, Reading
W. W. Pleasants, 17th floor
E. Stanton, 12th floor

Dear Sir:

It has been brought to our attention that there is some departure from policy taking place in the erection of signs in those stations being tested under the Firestone and Goodyear Plans. This policy as written to you on July 19, 1949, is as follows:

"No signs other than Atlantic signs, and this includes decalcomanias and small tack-up signs, may be placed on the buildings, poster boards, fences, supports, or poles, at our Company-owned and operated stations, with the exception of one Lee and one Exide decalcomania on the upper portion of our service station show windows, and one metal Lee sign outside.

With respect to leased stations, this same policy should be brought to the attention of the station manager and he should be shown that if this policy is adhered to, his station will not only be in line with other Atlantic stations, but, in addition, present a more acceptable appearance.

I think it might be well to explain to those who lease our stations that if representatives of any companies tell them that The Atlantic Refining Company has approved their placing their advertising signs at our service stations, it is a completely false statement, and if any changes in the sign policy are made by The Atlantic Refining Company our dealers will be so advised through our salesmen."

I am informed that the Service Station Committee have not recommended any changes to this policy. It seems, therefore, indicate that we should review the activities of Firestone and Goodyear in this connection to bring their signs in line with the above, substituting, of course, their names for the Lee and Exide names. Any desired change should be set forth in recommendation for exception to or alternation in existing policy.

We will be happy to work with you in any way possible in this matter,

Cordially yours,

md

/s/ R. Borden

2445

COMMISSION EXHIBIT NO. 133.

Mr. S. J. Heideman
12th Floor

June 12, 1950
PNJ:EDW
TBA

To all Sales Personnel
Philadelphia & New Jersey Region

There appears to be some misunderstanding in certain territories regarding the Company's policy on T.B.A. sales. Complications of dual marketing with the Firestone Commission Program apparently have brought about this condition.

That there may be no misunderstandings, let it be clearly stated that your Company's interest in T.B.A. was never

higher. Atlantic intends to serve the best interest of the dealer to provide him with the best possible profit. To do this we must always be looking for better methods. The commission plan is an experiment to determine if it is of greater value to dealers than our present method.

It should be noted here that a third district is to be placed on the commission program—Newark, on June 12, with Goodyear as the supplier. This is not an expansion, but part of the original planning of the sales test. The delay in setting up this district was due to the necessary negotiations and preparations.

Our present suppliers are very much part of this sales test. They are fully informed on what we are doing and without exception they have indicated their willingness to increase their cooperation with our Company.

There should be no confusion—the T.B.A. program available in any territory is the one Atlantic recommends for dealer consideration. Future changes, if any, will be made only if they are proven to be to the dealer's advantage.

W

E. D. Walter.

COMMISSION EXHIBIT NO. 134.

2857

Figures circled — No preference

Recently you have been introduced to a new plan for the marketing of Tires, Batteries, and Accessories. We know that you are in the best position to judge the advantages of the new and the old plans. Your opinion will be one of the most important factors in the future development of our T.B.A. program.

So that we may get a cross section of dealer opinion, we are asking your cooperation in the completion of the following questionnaire. The response is intentionally anonymous. We want to know your feeling about our program, not your name. Will you therefore please complete the information and without signing this sheet return it in the attached self-addressed stamped envelope. In return for the confidential treatment we would like to make this the unbiased opinions of yourself and your customers.

1. Which complete program do you personally prefer (Check one)

New Plan 56

Old Plan 49

(18)

2. Which plan do you think—

- will give you more sales of
- gives you better delivery of
- gives you the more useful promotional assistance at your station for
- gives you the better general advertising support for your sales of
- will give you the easiest way to satisfy customers when complaints arise on
- has the greater customer acceptance at your station for

TIRES		BATTERIES		ACCESSORIES	
Old Plan	New Plan	Old Plan	New Plan	Old Plan	New Plan
49	66	45	48	48	56
53	56	32	49	46	53
51	57	54	50	50	53
32	77	48	51	37	65
72	39	62	40	53	44
43	65	62	40	47	50

3. How do you prefer to buy your T.B.A. needs? (Check each column)

- From Atlantic direct
- From the "Tire Company" (Store or Distributor)
- From the Automotive Jobber
- Other (List) _____

T	B	A
47	13	33
40	38	26
7	24	39
2	2	2

4. Under the new plan to whom do you look for advice in developing your T.B.A. program? (Check each column)

- Atlantic Salesman
- Tire Company Salesman
- Other (List) _____

T	B	A
52	56	59
40	22	19
5	12	11

To help us complete this kindly return before _____

THANK YOU FOR YOUR COOPERATION. From time to time the Sales Research Section may call for your assistance. In return, we solicit your comments or suggestions on TBA or any other phase of ATLANTIC'S marketing. Just drop a line with pertinent comments to—

THE ATLANTIC REFINING COMPANY
Sales Research Section
P.O. Box 7258, Philadelphia 1, Pa.

2455

COMMISSION EXHIBIT NO. 136A-E.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

S. J. Heideman
Manager

March 21, 1951
TBA SJH

Tires, Batteries and
Accessories Sales

T.B.A. Conversion to
Firestone & Goodyear Programs.

Mr. D. T. Colley,
Room 1700.

Dear Sir:

On February 14th, the decision was made to swing over to the Commission Plan of T.B.A. marketing effective March 1st. It was arranged for three regions (Philadelphia-New Jersey, New England and New York) to market the program of the Goodyear Tire and Rubber Company, and the other three (Eastern Pennsylvania, Western Pennsylvania and the South) were to market the program of the Firestone Tire and Rubber Company. The split was largely a matter of regional selection, decided upon by local advantages enjoyed by the respective rubber companies but influenced by Staff determination to have the two rubber companies competing in different localities for an equal share in the development of the Atlantic dealer's T.B.A. business. Although this move was sudden, events leading up to it were developed in an orderly fashion over a period of several years.

The original step consisted of a comparison of our

T.B.A. program with those of other oil marketers. This revealed that there were only two plans in extensive use. These were:

- A. The so-called "private brand" method where the oil company markets tires, batteries and accessories under their own house brand or under a brand name that they own. Secony-Vacuum Oil Company, with their Mobil tire and Mobil battery, is a good example of this plan. Or,
- B. The major rubber companies' complete T.B.A. programs available under the so-called "Commission Plan". An example of this operation is evident with the Texas Company and the Shell Oil Company.

The first plan, although employed by large and successful oil marketers, has its drawbacks. A company that doesn't have national distribution cannot economically and efficiently popularize its T.B.A. products. More important, however, is the increased burdens that must be assumed in sales operations, the increased investment required for molds and for inventories, and the real hazard of commitments made in the face of fluctuating markets. In addition, there is a heavy load on the dealer in creating public acceptance for a new line in a highly competitive field. There is the real threat of reduced sales and profits for the dealer at least during the early stages of such a program.

The second plan employing the major rubber company's brand name on a complete T.B.A. program appeared quite popular among the oil companies, and what is more important, especially popular with oil company dealers. We had access to confidential information from one large oil marketer (Shell) which indicated tremendous success with this type program over a period of several years.

Having established the fact that our T.B.A. program was somewhat unique among oil companies, we then em-

ployed an outside agency to sample opinions of both Atlantic dealers and competitive dealers in our area. The important finding from this survey was that our present program was far from flawless and that there was a great deal of dissatisfaction with it among our dealers. The dealers of other marketers appeared more content with the T.B.A. programs that were available to them.

Last Spring we decided upon a test, and for reasons now obvious, tried the Commission Plan. In arranging for this test, three districts were carefully selected so as to afford a good cross section of our marketing area. The districts selected were Newark, New Jersey; Wilmington, Delaware; and Erie, Pennsylvania. The first district was established on the Goodyear program and the other two on the Firestone program. These test districts were studied carefully from the inception of the new program. Dealers were contacted and asked about their preference and from the outset very favorable reports were received. A secret ballot was circularized by our Sales Research Section in all of the test districts, and again the replies showed a very strong preference for the new major rubber company program. Last, but very important, the sales figures in the test districts month after month showed gains over the previous year that outstripped the gains made in the remainder of the respective regions and also those made in the Marketing Department as a whole.

Last January, upon assurance from the Firestone Tire and Rubber Company that they could provide for our normal requirements, it was decided to broaden the test to at least one entire region in order to secure even more conclusive information. A volunteer was sought among the regions. Four regions indicated that they wanted the new program. Further negotiations were undertaken with both rubber companies so as to insure our supply position for the four regions as well as their complete and full sup-

port for the other two regions in the event that Lee decided that rather than continue to serve only two regions they would prefer to cancel their contract. On February 14th,

Lee elected to cancel their contract effective March 1st.

2459 It will take several months to complete the conversion to the new program. Every effort will be made to sell the dealer on the advantages of the new program so that his ultimate decision will be in favor of it. During the conversion period we will have to dispose of approximately \$425,000 of inventory. Inventory close-outs are always costly, but we feel because of the present market situation that the disposal program will yield us a return closely approximating our acquisition costs.

It will be interesting to review some of the advantages that we enjoy under the Commission Plan. We are relieved of the purchasing function except for our twelve Class I Stations and our own fleet requirements. We do not warehouse or deliver any merchandise; we are not involved in the handling of accounts, such as invoicing or credit and collection work; we do not issue catalogs or price books nor do we have to provide point-of-sale promotional helps. All of these responsibilities as well as sales training help are assumed by the rubber manufacturers. We assist in the selling job as well as in the dealer training and merchandising task, and for this effort receive a commission which varies according to class of account and type of merchandise, but which has been averaging well over 9%.

With Goodyear and Firestone we have the two best known manufacturers of tires; also, the two manufacturers having the greatest public acceptance not only in the United States but all over the world. They are leaders in research and development—in supplying original equipment and in the replacement market. Surveys reveal that between them they enjoy 50% of the renewal tire market. They both have extensive tire lines complete in every detail. They have

recapping service which is an increasingly important service in tire retailing. Their battery lines are good and competitively priced, and their accessory and home supply lines are far more extensive than is necessary to meet the requirements of our average present-day dealer. These broad lines, however, provide a safeguard for our dealer should the supply situation become tighter, and they also provide a growth and development opportunity that is so vital to the improvement of our overall program. These T.B.A. programs are complete, they are exceedingly well merchandised and they are backed up with exceptional dealer training and unparalleled national advertising. We are indeed fortunate in having these two companies competing against one another for a more secure or favorable position with Atlantic. We stand to gain from this arrangement whether we are in a buyer's or seller's market.

We have tried to estimate how our 1950 actual experience on T. B. A. would have compared with the same volume of performance if it were accomplished under the Commission Plan. Our T. B. A. volume excluding the three test districts amounted to seven and a half million dollars. Our gross profit ranging from 20 to 30% on the different products amounted to approximately \$1,664,000. Estimated expenses chargeable to this operation total \$2,071,000. This would indicate a loss of about \$407,000. 2461. Under the new program based on our experience in the test districts, we would have received a commission of approximately \$675,000 to apply against sales expense.

In addition to this favorable comparison, we would have secured much needed warehouse space and delivery facilities that could be used to advantage for our petroleum products. Some of our personnel could have been eliminated but much of it could have been assigned to other jobs where help is urgently needed. Our operational people

would have been free to effect greater improvements and efficiencies in the handling of petroleum where worthwhile savings can still be effected.

greatest It is expected, however, that the ~~greater~~ benefits from the new T. B. A. program will come about through improved services and supply to our dealers, and as a result of their increased sales and profits we will enjoy direct benefits from increased commissions and indirect benefits in better dealer stability.

Very truly yours,

S. J. Heidner

P.S. Attached is report showing development of estimates referred to in body of letter.

2463

1950 Sales Estimate

Based on best information obtainable through C O Domestic

	Tires	Batteries	Accessories	Total
	\$5,300,697	\$1,056,464	\$1,132,168	\$7,489,329
	@20%	@25%	@30%	
Estimated Gr. Profit	\$1,060,139	264,111	339,630	1,663,880
Total Expense	876,153	427,327	767,941	2,071,421
Deficit	+183,986	-163,216	-428,311	-407,541

Under The Commission Plan

Estimated Expenses that
Probably can be Eliminated

100% Del. to Whse.	\$ 2,092	\$ 464	\$ 3,200	\$ 5,756
100% Del. to Trade	65,683	15,017	25,368	106,070
100% Whse.	93,240	69,957	105,467	268,664
90% Dist. Acctg.	81,000	40,000	81,000	202,000
50% Direct Expense	8,077	3,273	5,896	17,246
90% Reg. Acct.	140,000	49,000	185,000	354,000
90% Misc. Labor	10,904	5,918	11,389	28,211
100% Credit Coll.	6,568	1,357	1,456	9,381
50% Selling	91,921	54,844	81,275	227,840
33 1/3% Dist. Adminis.	10,577	5,963	9,315	25,855
33 1/3% Reg. Adminis.	19,722	8,798	15,376	43,896
50% Adv.	12,301	2,808	2,911	17,820
25% Dir. Hdqtrs.	12,128	2,452	2,747	17,327
75% Indirect Hdqtrs.	34,323	16,905	30,397	81,625
Total	\$ 588,538	\$ 276,356	\$ 540,797	\$1,405,691
Est. Commission	\$ 477,063	\$ 95,082	\$ 101,895	\$ 675,000
Est. Chges. to TBA				665,000
Est. Net Profit				\$ 10,000

2465

COMMISSION EXHIBIT NO. 137A-E.

Duties of the Dealer Salesman.

I. General Responsibility to the Company

1. Act to the best interest of the Company at all times.
2. Insure proper use and care of Company property, including Company cars.
 - a. Responsible for removal of excess equipment at dealer locations.
 - b. See that dealer performs necessary maintenance functions for which he is responsible.
 - c. Report necessary maintenance and repair work to be done by the Company.
 - d. Make up list of equipment to be painted when required.
 - e. Follow Atlantic operations procedures.
3. Recommend modernization of Company property.
4. Make up "New Construction Report" monthly.
5. Insure insofar as possible the operation of the Company's business in his territory on the most profitable and economical basis.
6. Keep Company Accounts Receivable at minimum, in line with announced credit terms.
 - a. Recommend proper credit limits for dealers.
 - b. Collect delinquent accounts.
7. Responsible for collection of dealer rents, or variations; reporting same on B-540.
8. Make periodic collection of B-30 tickets.
9. Keep himself thoroughly familiar with Company policy insofar as it relates to his assignments.
 - a. Acquaint dealers immediately of any change in Company policy affecting them.

10. Plan daily activity to achieve maximum results.
 - a. Route calls for minimum of driving.
11. Analyze territory to determine where distribution is needed.
 - a. Report to manager recommendations for development.
 - 2467 b. Work out plan to secure this development, concentrating upon large gallonage accounts.
 - c. Report to Sales Supervisor or Manager all opportunities to acquire new desirable accounts and any new business opportunities which were rejected.
12. Keep all stations open and operating according to the best possible standards of housekeeping and service to the public.
 - a. Make monthly check in evening and early morning on hours of station's operation and lighting.
 - b. Recommend action to assist in maintaining maximum results at any outlet.
13. Not less than once a year, meet with Manager, Sales Supervisor, and Class II dealer to analyze dealer's success or failure.
 - a. "Annual Review with Dealers" carried out in all details.
14. Keep dealer adequately stocked with motor oil, T.B.A., and other products sold by Company. Correct over-stock problems by special sales programs, campaigns, etc.
 - a. "Unit Control", where used.
 - b. Maintain inventory in accordance with minimum stock standards.
 - c. Keep stock in salable condition.
15. Sell necessary equipment items handled by the Company to insure proper operation of his stations.

16. Be prepared personally to pass tests in all service station procedures, including dealer accounting to the extent determined by management.
17. Keep any employees working under him in harmony.
 - a. Supervise any Class I stations in his territory, where feasible.
18. Keep Price Book, Sales Promotion Catalog, T.B.A. Price Book and Catalog, and equipment catalogs posted currently. Know what the Company is selling and its price.
19. Make all routine and special reports promptly and accurately.
 - a. Maintain record of performance daily to insure he is getting the maximum amount of results.
 - b. Take monthly inventories of any stock on consignment.
 - c. Make "Competitive Activities" report as required and report any changes in it as they are noted.
- 2469 20. Have necessary leases, contracts, and other agreements signed and forwarded promptly.
21. Investigate complaints to Company and follow up as necessary to insure that a fair disposition of the matter has been made.
22. Pass along at Sales meetings knowledge gained from experience that would be helpful to other salesmen, and send to Advertising, Sales Promotion, or other staff activities any observations that may be of value to them.
23. Maintain good relations with the dealer in order to retain present outlets.
24. Make application for State or local permits where applicable.
25. Be familiar with Company safety regulations and

precautions, and see that they are enforced at stations in his territory.

26. Conduct service or other special assignments requested by proper authority.

a. Assist Commercial Salesman on truck lubrication work.

27. Take part in Company—approved industry meetings.

II. Responsibility for Selection of Dealers and other Personnel.

1. Keep the best possible men as dealers in his station and be prepared to recommend any change which would improve the operation of a station.

2. Maintain a constant search for qualified men interested in becoming Atlantic dealers, whose names will be contributed to District Dealer Bank.

3. With the District Manager and/or Sales Supervisor, make dealer selection from available candidates.

4. Keep all stations adequately manned.

a. Assist dealer in selecting personnel.

III. Responsibility for Indoctrination and Installation of Dealers

1. Handle details incident to indoctrinating and installing new dealers in accordance with Dealer Indoctrination Guide, using check list provided in this Guide.

IV. Responsibility for Dealers' Record Keeping

1. Maintain constant check on dealer's accounting practices, accounts receivable, and inventory.

2471 2. Analyze dealer's operations from profit and loss standpoint periodically, pointing out existing weaknesses.

- a. See that dealer maintains minimum cash balance.
- b. See that dealer is properly insured.
3. Review dealer's books monthly, especially quota book and sales ratios.
4. Assist dealer in building a mailing list for lubrication follow-up and other promotions.
5. Assist dealer in setting up bonus plan for employees when desirable.

V. Responsibility for Constant Training of Dealers

1. Inject enthusiasm and personality in to station personnel necessary for success.
 - a. Work constantly to build character into Service Station.
2. Urge dealer to train new employees properly.
3. Suggest that dealer take advantage of Service Station School for self and employees.
4. Request assignment of Retail Instructor in all phases of Atlantic Service Station operation. Make sure assignment is productive and objective is reached.
 - a. Use Retail Instructor, where needed, to train and retrain dealer and employees.
 - b. Make certain dealer understands function of instruction and his (dealer's) responsibilities.
5. With approval of Manager, plan and attend small dealer meetings designed to improve the dealer and his business.
6. Educate dealer so that he knows what he is selling and how to sell it.
 - a. Keep dealer informed regarding products, prices, and their application.
7. School new employees and dealers in driveway service, housekeeping, lubrication, and all other

procedures, with the assistance of the Retail Instructor.

a. Aim to have all dealer personnel able to pass at any time tests in driveway service, lubrication, and housekeeping.

8. Instruct new employees and dealers on the proper use of displays, signs, local advertising and other merchandising and sales promotion helps.

2473 a. Keep dealer supplied with current Company advertising and promotional material.

9. Conduct various product and other demonstrations, such as rust corrosion and detergency motor oil tests.

10. Keep dealer abreast of competitive activities and prices—suggest to dealer intelligent course of action.

11. Establish sales objectives and quotas for individual dealers on all products not included and projected in "Annual Review"

a. Arrange monthly goals, special sales, solicitations, campaigns, etc.

12. Inspect each station weekly and list cleaning jobs to be done. Follow up to see that they are done.

a. Assist dealer to set up daily, weekly, and monthly housekeeping schedules.

13. Endeavor to keep physical operation at all of his stations conducted in accordance with Atlantic standards, in regard to hours of operation, illumination, housekeeping, lubrication and rest room equipment, uniforms, merchandising, sales promotion policies, painting, and accounting systems.

14. Insure that Atlantic dealers in his territory maintain the good will of the public at all times.

2475

COMMISSION EXHIBIT NO. 138.

June 25, 1951

TBA SJH

•Staff Meeting Report

cc: W. J. Bulter, Room 809

Mr. F. M. Neall

Room 1706

Dear Sir:

General

Both the Firestone and Goodyear Station Identification Programs are under way. Goodyear Decals are being applied by an outside agency however their own trucks are erecting signs. Goodyear has begun Station Identification in the Philadelphia-New Jersey Region and plan to start Station Identification in the New York and New England Regions both beginning July 2nd.

• Firestone sign trucks are applying decals and erecting the signs in Eastern and Western Pennsylvania. Firestone Identification at Atlantic Stations will not begin in the South until late summer.

Tires

We continue to look for increased supply of tires in the replacement market although to date we have not been given tire allocations for the month of July.

Batteries, Accessories, Anti Freeze, Miscellaneous Refinery Products.

Nothing to report.

Very truly yours,

2872

Commission Exhibit No. 139A.

2477

COMMISSION EXHIBIT NO. 139A.

CC: W. J. Butler

Room 809

January 15, 1952

TBA SJH

File: L-4

Staff Meeting Report

Dr. A. B. Hersberger,

Room 1706.

Dear Sir:

General

We have secured agreement from five of the marketing regions to discontinue, effective March 31st, the supporting arrangements that we have with both Goodyear and Firestone on the adjustments of Lee tires and Exide batteries. We had an obligation incurred as a result of product sales effected under the old T. B. A. program to support Atlantic dealers in their adjustments of Lee tires and Exide batteries. An arrangement was worked out with Goodyear and Firestone whereby we shared the cost of this adjustment responsibility. Our cost during the first 9 months of 1951 totalled \$11,000. It is believed that as of March 1st we will have effectively discharged with few exceptions our obligation in this direction. It is intended that special cases, of course, will be given the consideration they deserve:

2481 COMMISSION EXHIBIT NO. 140.

The Atlantic Refining Company
Petroleum Products
Hospital Trust Building
Providence 1, R. I.

M. G. Davis
Sales Manager
New England Marketing Region

May 3, 1951

GM:D:TLW

Lee Tires.

Mr. S. J. Heideman
Philadelphia, Pa.

Dear Sir:

The Providence Manager for the Lee Tire & Rubber Company, a Mr. Earle, told me today that he understood, effective June 1st, we were not going to accept from our dealers B-139s covering sales of Lee tires and tubes.

This is news to me. Is it true?

Yours very truly,

M. G. Davis

TLW/sc



2876

COMMISSION EXHIBIT NO. 140B.

16148-20



LICENSE	
State	Number

NAME FEDERAL TRADE COMMISSION ¹⁹⁵

DOCKET NO. 648 COMMISSION EXHIBIT NO. 2072

STREET _____

TOWN _____ State _____

Received Item Described Below

ITEMS	Quantity	Price Inc'l. Tax	AMOUNT	
ATLANTIC White Flash	Gals.			
ATLANTIC Hi-Arc	Gals.			
ATLANTIC Aria, Motor Oil	Qts.			
ATLANTIC Motor Oil	Qts.			
Lubrication-Differential Service	Pts.			
Lubrication				
		TOTAL		

Liability for the State Tax has been assumed and will be paid as required by law.

State Tax of _____ and Federal Tax \$ _____
a gallon on Liquid Fuels included in price.

2484 - 139 10/51



COMMISSION EXHIBIT NO. 140C.



ATLANTIC

LICENSE	
State	Number

NAME _____

STREET

TOWN

State

Received Items Described Below

ITEMS	Quantity	Price Inc'l. Tax	AMOUNT
ATLANTIC White Flash	Gals.		
ATLANTIC HI-Arc	Gals.		
ATLANTIC Avia. Motor Oil	Qts.		
ATLANTIC Motor Oil	Qts.		
Transmission-Differential Service	Pis.		
Lubrication			
		TOTAL	

Liability for the State Tax has been assumed and will be paid as required by law.

State Tax of _____ and Federal Tax of _____
a gallon of Liquid Fuels included in price. 2105

①

2485

2487

COMMISSION EXHIBIT NO. 141.

May 10, 1951

TBA:WCH

Lee Tires

Mr. M. G. Davis,
Providence, R. I.

Att: Mr. T. L. Walsh

Dear Sir:

Your letter of May 3rd stated you had information that effective June 1st we are not going to accept from our dealers B-139s covering sales of Lee tires and tubes.

This information is not entirely correct. We suggest that the next time you are talking to us on the phone the subject be discussed further.

Very truly yours,

W. C. Hoffman

E

2880

Commission Exhibit No. 142.

2489

COMMISSION EXHIBIT NO. 142.

The Atlantic Refining Company

Petroleum Products

Hospital Trust Building

Providence 1, R. I.

M. G. Davis

Sales Manager

New England Marketing Region

June 20, 1951

GM:D:TLW

Lee Tires

Mr. W. C. Hoffman

Philadelphia, Pa.

Dear Sir:

Your letter of May 10.

This was discussed with you on the telephone and we appreciate the reasoning behind the ruling. However, tires are becoming very plentiful now, and we think that it is time to consider limiting the use of B-139s to Good-year tires.

Yours very truly,

M. G. Davis

TLW/sc

2491 COMMISSION EXHIBIT NO. 143.

CC: Mr. F. M. Neall
Room 1706

July 9, 1951

TBA SJH

Goodyear & Firestone Programs

Mr. William Stockton,
Room 1605.

Dear Sir:

The time is fast approaching when tires will be in good supply and when we will want every possible effort and attention of the Atlantic dealer focused on the subject programs. I believe, therefore, some consideration should be given to limiting the use of B-139's to the subject's tires. Reasonable time has been allowed for Atlantic dealers to dispose of the stocks of Lee tires which were sold to them by Atlantic.

Will you kindly advise a course of action at your convenience?

Very truly yours,

2882

Commission Exhibit No. 144.

2493

COMMISSION EXHIBIT NO. 144.

The Atlantic Refining Company

Philadelphia, Pa.

SC-WS

November 13, 1951

Goodyear and Firestone Programs

Mr. S. J. Heideman

Room 1210

Dear Mr. Heideman:

The Staff has investigated the proposal which you made to limit the use of Atlantic credit cards to TBA sponsored by Atlantic.

The regions were about evenly divided on the question of adopting this suggestion.

At a meeting of the Staff held on November 12, it was decided to take no action at the present time but to reconsider the question July 1, 1952.

Will you let me have your thoughts about it prior to that date?

Cordially yours,

Wm. Stockton

WS:MRH

2495

COMMISSION EXHIBIT NO. 145.

June 18, 1952

TBA SJH

Credit Card Sales

Mr. William Stockton,
Room 1605.

Dear Sir:

Attached to Mr. Taitt's letter of February 11th were two copies of a list of T. B. A. products and services which we suggested be approved for credit card purchases. On that list, in addition to tires, batteries, anti-freeze, and services, was a lengthy list of items under the heading of "accessories".

In order to cover all of these accessory items without distributing a special list and to express them in terms that dealers and salesmen can readily identify, we feel that our purpose can best be served in the area served by Goodyear through use of the following descriptive terms:

- Department 022, Auto Accessories
- Department 71, Goodyear Fan Belts
- Department 58, Goodyear Molded Hose
- Department 55, Goodyear Radiator Hose
- Department 61, Car Mats
- Department 42, Repair Materials

and in the area served by Firestone, with the following terms:

- Department 3, Auto Supplies
- Department 16, Seat Covers
- Department 50, Spark Plugs & Batteries

While these groupings will include a few more products than appear on the present list, we think that in the inter-

2884

Commission Exhibit No. 145A-D.

est of simplicity it will be just as economical as trying to exclude them.

May we please have your comments on this recommendation?

Very truly yours,

S. J. Heideman

h

2497

COMMISSION EXHIBIT NO. 145A-D.

The Atlantic Refining Company
Philadelphia, Pa.

February 11, 1952

TBA RMT
Credit Card Sales

Mr. William Stockton,
Room 1605.

Dear Sir:

Attached are two copies of a list of T.B.A. products and services which should be approved for credit card purchases.

Very truly yours,

R. M. Taitt

h

Enc.

2498 Credit card holders may charge the following T.B.A. Products and Services obtained at those stations authorized to honor Atlantic Credit Cards:

New and Used Tires and Tubes
Recapped Tires and Recapping Service
Automotive Storage Batteries
Anti-Freeze

Automotive Accessories:

Auto Finish Chemicals:

- (a) Liquid Polish
- (b) Liquid and Paste Wax
- (c) Liquid and Paste Cleaner
- (d) Tar Remover
- (e) White Wall Cleaner
- (f) Tire Paint
- (g) Chrome Cleaner
- (h) Convertible Top Dressing

Auto Compass

Auto Thermometer

Auto Top Carriers

Battery Cables

Battery Trays

Battery Holddowns

Chamois

Cooling System Chemicals

- (a) Cleaner
- (b) Sealer
- (c) Acid and Rust Inhibitor

2499 Curb Finders

Cushions

Defrosting Fans

Exhaust Extensions

Fan Belts

Fender Flaps

Fender Guides

First Aid Kits

Flashlights

Flashlight Lamps and Cells

Floor Mats

Fuses

Gasoline and Radiator Caps

Heater Hose
Horns
Hose Clamps
Household Lubricant
Jacks (Bumper and Axle)
License Plate Frames
Miniature and Sealed Beam Lamps
Miscellaneous Chemicals
 (a) Gasoline Anti-Freeze
 (b) Brake Fluid
Oil Filter Cartridges
Pedal Pads
Polish Cloths
Pop-Out Lighter Units and Elements
2500 Radiator Hose
Rear Vision Mirrors
Seat Covers
Shock Absorbers
Spark Plugs
Sponges
Sun Visors
Thermostats
Tire Chains
Tire Repair Kits
Tow Chains
Trouble Lights
Vanity Visor Mirrors
Wash Mitts
Wind Deflectors
Windshield Wiper Blades and Arms
Services:
 Complete Tire and Battery Service
 Accessory (Illegible) Service
 (Illegible) Service
 Car Polishing Service

2501 COMMISSION EXHIBIT NO. 146A-B.

Staff Meeting Held 7/14/52

4. Credit Card Policy—1953

- a. (1). Issue 1953 Credit Cards to all holders of 1952 cards who purchased in 1952 and have a good credit standing.
- (2). Each region should set up a system so that this plan may be followed annually and where the time period may be shortened to six months if conditions warrant.
- (3). Each region should inquire of government agencies who have not used their 1952 Credit Cards recently of their requirements for 1953 Credit Cards.
- b. (1). Use "perforated" type credit card.
- (2). Mail First Class mail in window envelope.
- (3). Acetate container to be separately enclosed.
- c. (1). All regions to assign permanent Credit Card numbers based on the alpha-numeric system.
- (2). Addressograph Credit Card for annual re-issuance and those issued currently during the year.
- (3). Since c. (1) will change the sorting system, it is advisable that the use of 1953 cards be started early. 1953 Credit Cards should be mailed November 20, 1952.
- (4). Regions should encourage customers and dealers to start using their 1953 Credit Cards when received. Salesmen should be informed of the effect of this change and asked to encourage dealers to follow the suggestions.
- (5). 1953 Credit Cards should be issued to current applicants starting November 1, 1952.

(6). 1952 Credit Cards will cease to be valid after December 31, 1952.

- d. (1). The regions are urged to build up their Credit Card business. The healthy growth in the number of good Credit Card customers is necessary for the development of our Class 2 program.
- (2). Promotion of Credit Cards by use of "lists" has been found to be expensive and non-productive. This method is not to be used. However, where a former competitive dealer takes over an Atlantic Station, Credit Cards may be issued to his former customers subject to credit approval.

2503

- e. (1). Form.

Revise the regular Credit Card as follows:
Under 4 after "Atlantic Petroleum Products" add "delivered into car to the capacity of the fuel tank or crank case only."

The next sentence reads, "Tires, tubes, recapping, batteries and automotive accessories recommended by Atlantic. (Mounting of tires and tubes and installation of batteries and mountable accessories required." Remove the words "Recommended by Atlantic."

No changes are recommended in the Credit Cards issued to government agencies.

2505

COMMISSION EXHIBIT NO. 147.

The Atlantic Refining Company
Annual Report for the year
ending December 31, 1951, dated
March 12, 1952, pp. 12-13.

"Marketing

"Continuing our program to modernize the retail outlets through which Atlantic products are supplied to the motorist, the 250 new or renovated outlets put in service in 1951 permitted the elimination of a number of non-representative locations. This program will be continued in 1952 to the extent that government regulations and material supplies permit.

"A major change in the method of marketing tires, batteries, and accessories was effected during the year. The former system of purchasing, warehousing and reselling items from numerous suppliers was replaced with arrangements with Firestone and Goodyear, whereby their products may be sold and delivered directly to our dealers. Each company services approximately half of our marketing territory, and their extensive distribution facilities permit more rapid delivery to our customers and substantial reductions in our expenses. Furthermore, our dealers and distributors are able to market products backed by national advertising and extensive sales promotion.

2890

Commission Exhibit No. 148.

2506

COMMISSION EXHIBIT NO. 148.

● February 27, 1951

TBA HKP

Mr. E. R. Cox, Jr.,
Room 810.

Dear Sir:

We attach two letters which are to be prepared and issued as follows:

Letter dated March 1, 1951, subject: "A Statement of Atlantic's T.B.A. Policy", is to be prepared on Mr. D. T. Colley's letterhead and sent to all Atlantic dealers and distributors.

Letter dated March 1, 1951, subject: "T.B.A. Program" is also to be prepared on Mr. D. T. Colley's letterhead and sent to Regional Managers, Sales Group Managers, Indirect Marketing Supervisors, Wholesale Marketing Supervisors, T.B.A. Coordinators, District Managers, Gasoline Salesmen and T.B.A. Salesmen. To this letter should be attached the letter, entitled, "A Statement of Atlantic's T.B.A. Policy".

Both letters will carry Mr. D. T. Colley's signature and should be of the same date.

It is important that these letters be prepared promptly and mailed as soon as possible.

Very truly yours,

h

Enc.

P.S. Please forward to this office 12 copies of each of the attached letters.

Note: Distribution to Staff Members

2508 COMMISSION EXHIBIT NO. 149.

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

Dwight T. Colley

Vice President

General Manager

Domestic Sales

March 1, 1951

T.B.A. Program

Dear Mr. .

The attached letter is being mailed to every Atlantic dealer and distributor. The expressed policy must be clearly understood by everyone in the Sales Department and then practiced.

I am sure that the new T.B.A. program which we have carefully selected has so many advantages that it will not be difficult to convince Atlantic dealers and distributors of its superior merit. This job is to be done with the use of all the sales equipment and knowledge that we, or our suppliers, have at our respective commands. I expect the results of our salesmanship to be highly successful.

You can appreciate the fact that under no circumstances are our dealers to be made to feel that they must buy this new program just because they are Atlantic dealers. The sales you make must be made on the merits of the program and your ability to sell the dealer on its advantages to him. Any evidence that coercion or misrepresentation were used in securing acceptance would be most embarrassing to the Company. This program is a challenge to your sales ability. I am confident that you will do a fine selling job.

2

In conclusion, it is my personal belief that the new T.B.A. program, with all its breadth and strength, is the answer to a long felt need of the Sales Department. It is a program which I completely endorse and that everyone in the department can and should firmly support.

Very truly yours,

2510

COMMISSION EXHIBIT NO. 150.

The Atlantic Refining Company

Petroleum Products

260 South Broad Street

Philadelphia 1, Pa.

Dwight T. Colley

Vice President

General Manager

Domestic Sales

March 1, 1951

A Statement Of
Atlantic's T.B.A. Policy

Dear Sir:

The Atlantic Refining Company recognizes the trend of the motoring public to depend more and more upon the modern service station as a source of supply for tires, batteries, and accessories. Therefore, we are interested in making available that TBA line which will meet fully the needs of the public and our dealers, since we feel it will mean increased sales of our petroleum products.

The new TBA plan was adopted after a long and thorough study which had the sole purpose of finding out what sales program would mean the greatest sales and profits to the dealer. We found that the dealer could best serve the interests of the public when he was supplied

through the extensive distribution system of a major tire company.

Our sales organization has been instructed to explain and demonstrate to you the many advantages of the new TBA plan. They will do so with enthusiasm and conviction because they are confident that it will be advantageous for you to accept it. However, your acceptance or rejection of the program is a matter of your own choice.

Atlantic's growth is dependent upon your opportunity and ambition to expand and succeed. We offer this new TBA plan to you because we sincerely believe it will make your sales and profits grow through better TBA service to your customers.

Cordially,

2512 COMMISSION EXHIBIT NO. 151.

March 26, 1951

TBA RMT

A Statement of
Atlantic's T.B.A. Policy

Mr. C. Connell, Manager
Automotive Replacement Sales
Electric Storage Battery Company
19th Street & Allegheny Avenue
Philadelphia 32, Pa.

Dear Mr. Connell:

The attached letter over Mr. D. T. Colley's signature was sent to all Atlantic dealers on March 1st. The typed letter attached was the initial announcement made on our Regional Officers' letterheads. The latter letter was to have been mailed on or about February 20th.

Cordially yours,

R. M. Taitt

2514

COMMISSION EXHIBIT NO. 152.**To Atlantic Dealers****To Atlantic Petroleum Distributors**

Here is the most important T.B.A. news ever sent you by Atlantic. Very shortly the complete line will be available through your Atlantic salesman. You will be notified as to the exact date the new program will become effective. In the meantime, we will continue to supply you to the best of our ability with our present T.B.A. line.

The decision to make this change in the T.B.A. program to that of was made only after thorough testing to determine the advantages for Atlantic dealers. The results of these tests showed that the program offered very real benefits.

The plan includes new sales possibilities. A complete line of tires, batteries, and auto and home supplies are available as well as new services such as recapping. This change in policy opens a door to new profits. The reason for offering this new line of T.B.A. products is to present to dealers and distributors a program which, in our opinion, can provide the maximum in sales potential as well as better support for overall petroleum marketing.

With the announcement of the effective date of the new program, the merchandising and distributing of the present T.B.A. line will be continued only to the extent of remaining inventories.

2520

COMMISSION EXHIBIT NO. 154.

January 18, 1951

1951. New York Region

Sales Plan

Messrs. F. M. Neall
P. B. Caldwell
S. J. Heideman
J. J. Mulvey
H. B. Stone

Gentlemen:

The attached booklet sets forth in considerable detail the 1951 sales plan of the New York Region. A copy is being forwarded to you in accordance with Mr. Ostrander's request.

Very truly yours,

R. W. Reed

RWR da

Commission Exhibit No. 155 A-H

2522

1951 Sales Plan

New York Region

Basis

Regional Objectives

- 1—To sell our products in the manner and place to bring the most credit and profit to the Company.
- 2—To strive toward lower sales and operating costs while improving service to our customers.
- 3—To make sure our employees are properly trained.
- 4—To make sure the job and the employee are a good investment on the part of the Company and the Employee.

2524 ~~COMMISSION EXHIBIT NO. 155A-H.~~

1951 Sales Plan
New York Region
"The Job to Do"

	1950 Sales	1951 Expected Net Gain	Expected Sales, 1951 Total
I Gasoline			
a) Present Class 2 Outlets	29,032,000	1,589,000	30,621,000
b) Class 2 Outlets, Completed 1950	1,019,000	1,870,000	2,889,000
c) Lessor-Built, Completed 1951*		1,118,000	1,118,000
d) ARCO Owned-incl. Metro-1951**		5,222,000	5,222,000
e) Class 3 Dealers	12,943,000	395,000	13,338,000
f) New Class 3 Dealers	—	1,611,000	1,611,000
g) Commercial Accounts	10,882,000	803,000	11,685,000
h) New Commercial Accounts	—	1,675,000	1,675,000
i) C.R.S. Farm Gallonage	2,674,000	580,000	3,254,000
j) Present Distributors	27,916,000	1,335,000	29,251,000
k) New Distributors	—	900,000	900,000
l) Commission Distributors	1,687,000	107,000	1,794,000
m) Wholesale Dealers	440,000	(—50,000)	390,000
Total	86,593,000	17,155,000	103,748,000

* 25 new service stations—3,066,000 justification gallons

** 70 new service stations—10,063,000 justification gallons

2526

VI Tires, Units, Wholesale

a) Class 2 Business—1 Unit per 1000 gallons	39,850
b) Class 3 Business—1 Unit per 2000 gallons	7,475
c) Class 4 Business—1 Unit per 4000 gallons	3,340
d) Class 6 Business—1 Unit per 6000 gallons	6,388*

Total **57,053**

* For quota purposes Commission Distributors are included in Class 6.

2528

1951 Sales Plan
New York Region

	Total Expected Sales, 1951
VII Batteries, Units, Wholesale	
a) Class 2 Business—1 Unit per 3000 gallons	13,283
b) Class 3 Business—1 Unit per 6000 gallons	2,491
c) Class 4 Business—1 Unit per 9000 gallons	1,483
d) Class 6 Business—1 Unit per 12000 gallons	2,663*
Total	19,920
VIII Accessories, Dollars, Wholesale	
a) Class 2 Business—\$9.00 per 1000 gallons	\$358,650
b) Class 3 Business—\$6.00 per 1000 gallons	89,694
c) Class 4 Business—\$2.00 per 1000 gallons	26,720
d) Class 6 Business—\$5.00 per 1000 gallons	159,730*
Total	\$634,794

* For quota purposes Commission Distributors are included in Class 6.

2530 The plan represents an agreed upon attainable objective. Certain things, as set forth below, must be enthusiastically planned in detail and carefully coordinated between Regional and District Management.

I. Salesmen

- A. Keep assignment free of complication. Spell out and mutually agree on his work plan and objectives. Work the plan.
- B. Determine training he needs and work with the Regional and Headquarters' Departments to see that training needs are realized.
- C. Semi-annual review of results between salesman and Manager followed by confirming letter copy to Regional Manager.

- D. Issuance of current Commercial Sales Bulletins.
- E. Sales Expansion in each territory is essential to our plan. Normal growth, no losses, is our 1951 aim.

II. Retail Instructors

- A. Expand training beyond mechanics of Red, White & Blue course to include Product, Merchandising, Display.
- B. Special Retail Instructor meetings as scheduled by Regional Office to discuss common problems.
- C. Complete agreement on overall objective before assignment to location. Salesman to be with Instructor at least at start of assignment.
- D. Use Four Step Method of Instruction.
- E. Implement the DPA Case Plan.

III. Class 2 Dealers

- A. Event openings to be a part of each new station going on stream, modelization, modernization and changeover as well as stimulation events to lift the level at "sick" stations.
- B. Continue and accelerate Service Station Modelization until stations conform with "Standard of Operation" so far as physical conditions permit. Attached is current policy governing program.
- C. Maintain Dealer Bank. Alert personnel for desirable dealers and dealer employees in every day pursuits. Conduct dealer selection and indoctrination as agreed upon.
- 2532 D. Continue to improve Dealer Annual Review. Search for better ways to improve our dealer relationship and increase receptivity to our ideas.
- E. Provide and maintain training facilities for dealers and their employees.

- F. Report dealer progress on quarterly report form provided.
- G. Full participation in 1951 Shopping Program.
- H. Carry out Approved Lubrication Program including every dealer employee.
- I. Replace dealers keeping us from attainment of objectives.
- J. Develop more intensive use of our merchandising aids.

IV. Class 3 Dealers

- A. Continue agreed upon program for elimination of unprofitable and non-promotable dealers not a credit to Atlantic. Continue Manager supervision of prospect list and solicitation technique to acquire the kind of dealers fitting our program.
- B. No change in present formula for acquiring dealers.
- C. Promote use of term "Atlantic Dealer Franchise" and its value.

V. Commercial Accounts

- A. Factual reports from field will be basis for our competitive sales policy.

VI. Farm Program

- A. Activate 5 new routes to supplement present 16 established routes.
- B. Minimum of 3 C.R.S. meetings in each district.
- C. Annual C.R.S. review with letter of confirmation.
- D. Expand training.
- E. C.R.S. furnish semi-monthly explanatory report listing accounts gained and lost.

VII. Distributors

- A. Continue present policy of interesting ourselves in any distributor with whom we can do business

at a profit and of whom we need not be ashamed, providing no conflict with direct marketing exists or results.

- 2534 B. Intensified field direction of wholesale salesmen, scheduled meetings for planning and activity review.

VIII. Heating Oils

- A. Concentrate on direct marketing development with use of burner service exploration, Heat Insurance Plan, tank cleaning.
- B. Define areas for wholesale dealer development in Metropolitan areas for Range Oil.
- C. Promote and expand through C.R.S. with well defined training program.
- D. Define potential and supervise solicitation of Bulk Consumer and Industrial business.
- E. Obtain desirable distributors who will creditably promote our product.

IX. Technical Products

- A. Solicitation at present concentrated on truck and carload buyers for direct shipment.
- B. Supervisor to work with and through managers to afford salesmen opportunity to develop selected territory accounts. Double-team with salesmen.

X. T. B. A. Program

- A. Established goals are attainable, being based on actual experience with consideration for reasonable gain and proposed new construction.
- B. Follow new accepted formula covering all classes of trade to determine that salesmen are developing this market in all departments.
- C. Promote coordinator's plan for effective Field Assistance.

XI. Sales Meetings for 1951

- A. Managers Meetings as necessary.
- B. District Meetings monthly per agreed schedule—
2nd full week of each month.
- C. Regional plan for small group dealer meetings
as programmed for specific problems and objectives.

2536 XII. Training

Training will have an important share of staff and District Management time.

XIII. Credit Policy

Our credit policy will aid not hinder in the acquisition of desirable business if necessary field cooperation is insisted upon.

Conclusion

Our goals are ambitious but realistic and attainable, and all of us have had a part in setting them.

Our results will reflect how well we follow the pattern of our own making.

Appendix C

1951 Sales Plan
New York Region
T.B.A. Quotas

Balanced Selling Formula (Class 2 Outlets)

Retail—

Tires	\$22.00 per 1000 gallons or 1 unit*
Batteries	\$ 7.75 per 1000 gallons or $\frac{1}{3}$ unit*
Accessories	\$13.50 per 1000 gallons

Wholesale—

Tires	\$16.00 per 1000 gallons or 1 unit*
Batteries	\$ 5.00 per 1000 gallons or $\frac{1}{3}$ unit*
Accessories	\$ 9.00 per 1000 gallons

*Truck Tires regardless of size are valued at 3 units each.

T.B.A. Quotas per Class of Salesman

Dealer Salesmen—

Balanced selling formula for Class 2 Outlets at wholesale level as indicated above.

General Salesmen—

Based on gasoline sales by Class of Trade as indicated on Page 4.

Commercial Salesmen—

Tires	1 unit per 4000 gallons
Batteries	1 unit per 9000 gallons
Accessories	\$2.00 per 1000 gallons

Wholesale Salesmen—

Tires	1 unit per 5000 gallons
Batteries	1 unit per 12000 gallons
Accessories	\$5.00 per 1000 gallons

2539

Appendix D

1951 Sales Plan—Report of Progress

I. Gasoline	1951 Plan	Cur- rent Month	Cum- ulative	% of Plan
a) Present Class 2 Outlets				
b) Class 2 Outlets, Comp. 1950				
c) Lessor-Built, Comp. 1951				
d) ARCO-Owned-incl. Metro. 1951				
e) Class 3 Dealers				
f) New Class 3 Dealers				
g) Commercial Accounts				
h) New Commercial Accounts				
i) C.R.S. Farm Gallonage				
j) Present Distributors				
k) New Distributor Gallonage				
l) Commission Distributors				
m) Wholesale Dealers				
Total				
II. Motor Oil				
a) All Direct Marketing—ratio 1-50				
1) Class 2 Outlets Only (supplemental)				
b) All Wholesale Marketing—ratio 1-75				
Total				
III. Kerosene				
a) Direct Marketing				
b) Wholesale Dealer				
c) Distributor				
d) Bulk Consumer				
Total				

1951 Sales Plan—Report of Progress

IV. Furnace Oil	1951 Plan	Cur- rent Month	Cum- ulative	% of Plan
a) Direct Marketing				
b) Wholesale Dealer				
c) Distributor				
d) Bulk Consumer				
Total				

V. Residual Oils

- a) #5
- b) #6

Total

VI. Tires, Units, Wholesale

- a) Class 2 Business
- b) Class 3 Business
- c) Class 4 Business
- d) Class 6 Business

Total

VII. Batteries, Units Wholesale

- a) Class 2 Business
- b) Class 3 Business
- c) Class 4 Business
- d) Class 6 Business

Total

VIII. Accessories, Dollars, Wholesale

- a) Class 2 Business
- b) Class 3 Business
- c) Class 4 Business
- d) Class 6 Business

Total

IX. (Illegible.)

2541

Appendix E

Salesman

Date

Salesman's Quarterly Report on

	Location	
	Driveway Service	Lubrication
Dealer%%
Employee%%
Employee%%
Employee%%
Employee%%
Employee%%
Station Housekeeping%%
Restrooms%%
(If less than 85%, why? (use remarks)	Last Quarter .....AM to .....PM	
Atlantic Dealer Uniforms	Yes—No—Other	
Does Dealer Have Mailing List	Yes—No—Uses it effectively? Yes—No	
Does Dealer Have Follow-up System?	Yes—No—Uses it effectively? Yes—No	
Does Dealer Use Atlantic Window Displays	Yes—No	
How Do You Rate Dealer's Displays?	Driveway	Inside
Does Dealer Actually Solicit in His Neighborhood?	Yes—No	
By What Method(s)	.....
Does Dealer Advertise in any Way?	Yes—No	
What Kind?	.....
Is Dealer in Good Financial Posi- tion to Carry on the Business?	Yes—No	
Do We Enjoy a Complete Return of Rent Due?	Yes—No	
Is Dealer Approved for Lubrication?	Yes—No Date.....	
Considering a "Model" Service Station and Dealer as 100%, how do you rate 1) this service station%	
2) this dealer%	
What is posted pump price (incl. taxes)? .....	.....
What are nearest competitors prices same date (at least 3) Brand.....	.....
.....	
.....	

2906

Commission Exhibit No. 155M.

2542

COMMISSION EXHIBIT NO. 155-M.

Summary of Results

Share of the Market Objective for 1951 gals.

Gasoline Sales—Previous Quarter by Months

.....	Gallons
.....	Gallons
.....	Gallons
Total	Gallons

S. O. M. Objective

Same Quarter

Gallons

Percent of

Accomplishment

%

Remarks:

(Attach rating sheets to district office copy)

(To be completed in District Office from B-540)

Motor Oil Ratio (par 20-1000)

Lubrication Ratio (par 10-1000)

Tires (Par \$22.00/1000)

Batteries (Par \$7.75/1000)

Accessories (\$13.50/1000)

Washing (\$8.00/1000)

Service & Labor (\$10.00/1000)

2543. COMMISSION EXHIBIT NO. 156.

Station Modelization Policy

It has become necessary to firm up our policy covering the Modelization Program so that all Districts will operate on a uniform basis. The following policy becomes effective immediately:

(1) The program must have the combined efforts of the Sales and Operations Groups, with the former determining, after the survey of the station is made, what is needed to modelize the station within the limits of its physical appointments.

Operations will supply the estimated cost and, if approved, make the necessary physical changes at the same time the station is being modelized. Modelization is to include a study of the dealer's lubrication equipment, rest-room facilities, and both interior and exterior lighting.

No physical changes are to be made without the sanction of the Operations Department, and in any event, changes of a structural nature are to be avoided in unusual cases. *except*

The Modelization Program must have the approval of all interested departments; therefore, salesmen should be cautioned to make no firm commitments until these approvals have been secured.

(2) Shelving—Dealers will purchase, and Atlantic will install any, of the currently recommended Murlin display shelving anywhere within the station.

(3) Lubrication Equipment—The dealer can buy under our current financing policy, any of the approved lubrication or Allied equipment through Atlantic, and we will install and maintain for the period of the manufacturer's guarantee. The Dealer may buy equipment from outside sources, but he will arrange for its installation and main-

tenance, only after the approval of our Operations Department.

(4) Washing Facilities—We will furnish and install the pipe for our currently recommended drop-hose installation, which is to be considered a part of the modelization package. The Dealer will pay for the hoses and nozzles and replace them as needed.

(5) Lighting—The Operations Department will inspect the lighting facilities, both inside and out, and make their recommendations in line with our present approved Lighting Installation Program, the cost both inside and out to be borne by Atlantic.

January 5, 1951

2345

COMMISSION EXHIBIT NO. 157.

February 21, 1951

TBA HKP

Goodyear Commission Plan 1951 Sales Plan

Mr. G. V. Ostrander,
Syracuse, New York.

Dear Sir:

With the change in T. B. A. program in the New York Region to that of Goodyear, we would like to point out certain changes which appear necessary in your 1951 Sales Plan as far as T. B. A. is concerned:

On page 3, tire quotas have been established in units. Such information will not be available from Goodyear as your sales report will be in dollars.

On page 4, a unit objective has been established. Information on this line will also be in dollars and will not be provided in units.

Page 7—there are probably some changes which should be made in the points established under the T. B. A. Program.

In appendices 1a, 2a and 2c, district quotas would have to be changed in line with the above information. Appendix D, the report and review form, would also require some change in treatment.

These suggestions are offered for your information and with the thought that this change to the Goodyear program need not necessarily cause any interruption in your entire 1951 Sales Plan.

Very truly yours,

h

2547

COMMISSION EXHIBIT NO. 158.

January 26, 1951

PNJ:JOE

Proposed T. B. A. Program

Mr. S. J. Heideman
12th Floor

This is to confirm to you our desire to inaugurate the Goodyear program for T. B. A. in the Philadelphia-New Jersey Region, which we discussed following our meeting with Mr. Colley today.

The following points have been considered in arriving at our final position. We look favorably upon the Goodyear program for these reasons:

- (1) Higher volume
- (2) Better profit
- (3) Lower operating cost (warehouse, delivery, etc.)
- (4) Completed Key Dealer Study shows better financial return to A. R. Co. but, we assume, lower volume.

- (5) Better dealer and consumer product acceptance. With this program we could retain key dealers—thus maintaining volume on T. B. A. and petroleum products.
- (6) Successful record on Goodyear in the Newark District
- (7) Relationship with Goodyear is good; fine support in field and full supervisory cooperation.
- (8) More selling time for salesmen on petroleum products and merchandising

It is also our belief that sufficient expression of opinion has been reported to make any brand preference survey with the dealers unnecessary. We further feel that with the Goodyear program in its embryonic state of development, we might be unwisely stirring up our dealer and sales organization were we to attempt a brand preference survey at this time.

CC: Mr. E. D. Walter

↑

2549 COMMISSION EXHIBIT NO. 159.

CC: Messrs. J. O. Estlow, Chairman, Service Station Committee

Richard Borden

E. R. Cox, Jr.

March 28, 1951

TBA SJH

Goodyear Program Service Station Identification

Mr. S. A. Gaylord, Manager,
Petroleum Company Sales,
Goodyear Tire & Rubber Company,
Akron 16, Ohio.

Dear Mr. Gaylord:

You will be pleased to learn that the Service Station Committee has approved the use of the Goodyear transparencies that were presented by Mr. Fritsch, and also approved the use of the hanging sign at such locations where the installation would be practical. I am passing this information along to you promptly so that you can order the transparencies which will require some time to produce. For your guidance in ordering the transparencies, we list the following information:

Region	Active T.B.A. Dealers	Class 2* Dealers
New England	690	415
New York	400	194
Philadelphia	1300	353

The horizontal wall sign has been approved as an alternate for the hanging sign when the preferred type of installation cannot be employed. Will you arrange to reserve sufficient quantities of both types of signs so that

2912 *Commission Exhibit No. 160A-Y.*

when the identification program finally gets under way it will not be delayed for lack of them.

It would also be appreciated if you will recommend and submit to us a format complete with detailed directions that Goodyear and Atlantic can mutually agree upon as the identification program.

Cordially yours,

S. J. Heideman

h

* Totals under Active T. B. A. Dealers include Class 2 Dealers.

2551 COMMISSION EXHIBIT NO. 160A-Y.

The Atlantic Refining Company
Philadelphia, Pa.

June 5, 1951

PNJ:WJJ

Goodyear Program Station Identification

Mr. W. C. Hoffman
12th

In answer to your letter of May 29 under the captioned subject:

Attached please find a list of the dealers in the Philadelphia-Suburban-South Jersey Districts who have signed Associate Dealer Contracts and whose stations are to be identified as Atlantic-Goodyear stations.

/s/ W. J. Jackson
W. J. Jackson

6/7 Original list given to J. O'Neill.

I

att: 3 copies

2553 Phila & Suburban

Territory	7-G	10
	22-G	23
	20-D	20
	11-CD	2
	6-CD	2
	21-D	23
	3-D	23
	5-D	24
	1-G	21
	10-D	19
	4-D	19
	9-G	36
	23-D	23
	25-D	20
	26-CD	5
	24-D	20
	2-G	57
	8-D	14

361 Total

208

569

New Jersey

50-D	28
55-6-55-D	64
52-D	27
54-D	20
57-CD	1
53-D	21
51-D	21
56-56-D	26

208 Total

2555 Goodyear Associate Dealers
Phila.-& Suburban Dists.

Territory 7-G

Charles Schultz, York & Street Road, Warminster, Pa.
J. W. Stevens, 108 S. Keswick Ave., Glenside, Pa.
W. H. Weiss, Keswick & Paxson Ave., Glenside, Pa.
M. Serdikoff, 149 W. Chew Ave., Phila.
Eppy's, 8th & Wyoming Ave., Phila.
H. E. Neger, 200 W. Rosemar St., Phila.
Butler & Flacco, 209 Leedom St., Jenkintown, Pa.
G. I. Service Station, Maple Glen (near Ambler on
Limekiln Pike)
W. & J. Lewis, Doylestown & Gilpin, Willow Grove, Pa.
L. C. Fipney, Buck Road, Holland, Pa.

Territory 22-D

L. Curcio, S. W. Cor. Belmont & Levering Mill Rd.,
Bala Cynwyd, Pa.
Al DeCurtis, City Line & Conshohocken State Road,
Bala, Pa.
E. Donley, Swede & Markley Sts., Norristown, Pa.
J. Eby, 925 Montgomery Ave., Narberth, Pa.
A. Fachiano, Belmont & Jefferson Sts., Phila.
K. Fink, 2nd & DeKalb Sts., Bridgeport, Pa.
A. Fritsch, Woodside & Montgomery Aves., Ardmore,
Pa.
J. Nemetz, City Line & Oakland Terrace, Bala, Pa.
N. O'Brien, Fayette & North Lane, Conshohocken, Pa.
C. C. Ross, Montgomery & Old Lancaster Pike, Merion,
Pa.
C. C. Ross, Montgomery Pike & Levering Mill Road,
Cynwyd, Pa.
M. Surderski, 17 E. Lafayette St., Norristown, Pa.

- R. Wood, Main & Haws Sts., Norristown, Pa.
W. Bean, Main & Forrest Sts., Jeffersonville, Pa.
2557 A. Cummins, Montgomery & DeKalb Sts., King of
Prussia, Pa.
C. Danella, 700 Main St., Norristown, Pa.
C. Gambone, Main & Green Sts., Norristown, Pa.
J. Harrington, U. S. Route #23, Valley Forge, Pa.
W. Moosland, Germantown & DeKalb Pike, Norristown, Pa.
T. McGuigan, Ridge & Butler, Harmonville, Pa.
J. Muskovic, Arch Street, Trooper, Pa. (Rt. 422)
Shaw & Heavner, Jeffersonville, Pa.
Dan's Service, Germantown Ave. & Plymouth, Norristown, Pa.

Territory 20-D

- D. A. Carney, Oxford & Pine Road, Fox Chase, Pa.
R. Earnhart, Penn & 2nd Street Pike, Rockledge, Pa.
Leedom's S. S., Street Road & 2nd Street Pike, Southampton, Pa.
Joseph Groner, Super Highway & Highland, Parkland, Pa.
Harvey Furness, 150 South Main St., Yardley, Pa.
Louis Huber, York & Moreland, Hatboro, Pa.
John Black, 2nd Street Pike, Bethayres, Pa. (NEC Huntingdon Pike & Bethayres Road)
Frank Norman, Easton & Laurel Aves., Horsham, Pa.
Thomas. Campion (York Rd. S. S.) 481 York Road, Jenkintown, Pa.
Robert Fallows, Moreland & York, Willow Grove, Pa.
Richard Keyser, York & Guernsey, Abington, Pa.
Joseph Malee, Bethlehem Pike & Wissahickon Ave., Flourtown, Pa.
Wm. Ward, Bethlehem Pike & Valley Green Road, Flourtown, Pa.

Robert Kelly, Bethlehem Pike & Township Road, Fort Washington, Pa.

Russell Tompkins, Butler & Lindenwold, Ambler, Pa.

Frank McDougall, 242 S. Easton Road, Glenside, Pa.

David White, Jenkintown & Easton Road, Glenside, Pa.

John Dieterly, Mt. Carmel Ave., North Hills, Pa.

Frank Moran, Limekiln Pike, North Hills, Pa.

Mile Smith, Easton & Bradfield, Roslyn, Pa.

2559 Territory 11-CD

Guy Hayden Motors, 912 Broad St., Phila.

Frankford Sales, 4800 Frankford Ave., Phila.

Territory 6-CD

A. Allen, 13 W. Highland Ave., Chestnut Hill, Pa.

O'Connell Motors, 6715 Ridge Ave., Roxboro, Pa.

Territory 21-D

Thomas Beale, 8101 Ridge Ave., Phila.

John Bean, Lincoln Drive & Mt. Pleasant Ave., Phila.

Wm. Bean, Cheltenham Ave. & Pittville, Phila.

Tom Connolly, Ogontz & Wyncote Ave., Phila.

Roy Craven, Germantown Pike & Church Road, Barren Hill, Pa.

M. Craig, Rising Sun & Lardner Sts., Phila.

W. Crowley, Germantown & Evergreen Aves., Phila.

Harry Doak, 5th & Godfrey Ave., Phila.

Bill Driskill, Germantown Ave. & Rounfort Road, Phila.

F. C. Glenn, McCallum & Ellet Sts., Phila.

C. P. Gravelle, Cheltenham Ave. & Easton Road, Phila.

J. Wayne Johnson, Washington Lane & Ogontz Ave., Phila.

George Kreider, Township Line & Cadwallader, Elkins Park, Pa.

Howard Laessig, Cheltenham, Stenton & Gratz, Phila.

Wm. Milsop, Haines St. & Stenton Ave., Phila.

Roy Morton, Rising Sun & Godfrey Ave., Phila.

John McElderry, York Road & City Line, Melrose Park, Pa.

I. E. Richman, Cheltenham Ave. & Oak Lane Road, Melrose Park, Pa.

George Schofield, 6201 Ridge Ave., Phila.

George Stevenson, Beechwood St. & Wyncote Ave., Phila.

Jos. Sullivan, 6101 Ridge Ave., Phila.

Joe Sullivan, Ridge Ave. & Shawmont Ave., Phila.

Max Weiner, 68th Ave. & York Road, Phila.

2561 Territory 3-D . . . All in Philadelphia

Bob Senior, Belgrade & Aramingo Sts., Phila.

Tom Hanna, Front & Coral Sts.

John Hansen, Germantown & Girard Aves.

Sam Mullineaux, Glenwood Ave. & Cambria St.

M. J. McIntyre, Belgrade & Frankford Ave.

Charles Heinach, 9th & Germantown Ave.

Ed O'Brien, 2nd & Huntingdon Sts.

Norris Warren, 12th & Diamond Sts.

John Marsh, 21st & Ridge Avenue

Ed Ringenary, 5th & Spring Garden Sts.

Stan Goesswein, 10th & Ridge Ave.

Rip's Service Station, Delaware & Beach

Ben Lerner, 2034 Market Street

Russ Miller, 12th & Vine Sts.

Stan Shumoski, 2nd & Christian Sts.

P. & R. Service, 18th & Dickinson Sts.

Paul DiCicco, 26th & Snyder Avenue

Angelo Costello, Passyunk & Tasker

Louis Halod, 22nd & Bainbridge

Bob Moreland, Passyunk & Christian

Ed Jones, 23rd & South

Atlantic Auto, 12th & Porter Sts.

Bob Ritchie, 5th & Germantown Ave.

2563 Territory 5-D (All in Philadelphia)

Frank Bradfield, Frankford & Tyson

Carroll Brothers, 3001 N. 2nd St.

George's S. S., 3301 Princeton Avenue

Syd Gros, Frankford & Robbins

J. Guning, Oxford Pike & Penn St.

Pat Healy, Frankford & Devereaux

J. G. Hinderer, Torresdale & Levick

T. A. Kennedy, Roosevelt & Cottman

R. B. Lloyd, Kensington Ave. & Sedgley

Marianni Auto Service, Tulip & Ontario Sts.

A. Morongo, Frankford Ave. & Tyson St. (S. W. Cor.)

J. Nowell, Fishers & Mascher Sts.

Wm. & Geo. Pinkerton, "D" & Erie Ave.

Randy's S. S., Unity & Wingohocking Sts.

Reardon, Roosevelt Blvd. & Levick St.

Rubin, B., Oxford Pike & Foulkrod St.

F. Schlupp, Front & Loudon Sts.

Tioga Service Center, "B" & Tioga Sts.

Tom's Service Station, Griscom & Orthodox Sts.

Joe Walls, Frankford & Torresdale Aves.

Al Weiner, Roosevelt Blvd. & Adams Ave.

F. Zabielski, Torresdale & Kennedy

A. Zabielski, Bridge & Thompson Sts.

A. Zabielski, 2nd & Erie Avenue

2565 Territory 1-G (All in Philadelphia)

Alger's Service Station, 857 N. Corinthian Ave.

Al's Garage, 1939 S. 17th St.

Apex Garage, 212 N. Juniper St.

Atlantic Motors, 2435 Passyunk Ave.

Bernie's Service, Randolph & Oregon Ave.

Brown's Garage, 1011 Race St.

John Calhoun, 2525 Moore St.

Center City Garage, 2031 Lombard St.
Frank's Service Station, 22nd & Ritner St.
Max Goldstein, 732 South Street
J. & H. Auto, 132 N. 3rd St.
John Keglee, Front & Moore Sts.
Loveler's Tire Shop, 2023 Christian St.
Leo's Service Station, 2325 Pennsylvania Blvd.
Howard Miller, 3321 Frankford Ave.
Morrone's Service Station, 1722 Ridge Avenue
Quaker City Garage, 939 Race St.
Harry Rambo, 2842 Dickinson St.
Segal & Son, 21st & Fitzwater St.
Walter Smith, 24th & Reed
Sylvania Auto, 1946 McKean Street

Territory 10-D

A. J. Breslin, Markoe & Chestnut Sts.
Casco Auto Service, 70th & Kingsessing Ave.
Harry Croker, 3842 Lancaster Ave.
V. D'Ascenso, 49th & Lancaster Ave.
J. Dreger, 68th & Woodland Ave.
Roy Duster, 5317 Warren St.
L. Fenner, 34th & Brandywine
J. Hart, 39th & Market Sts.
2567 J. Hudson, 49th & Market Sts.
H. Kennedy, 40th & Walnut Sts.
I. Mann, Haverford Ave. & Brookhaven Road
W. J. McDermott, Haverford & Vine Sts.
A. Piccoli, 66th & Haverford Ave.
Paul Rafferty, Baltimore & Woodland Ave.
C. K. Robertson, 55th & Walnut Sts.
Chas. B. Robinson, 63rd & Ludlow Sts.
Harry Straub, 62nd & Lancaster Ave.
Leo Wells, 52nd & Baltimore Ave.
Edward Wheaton, 63rd & Dicks Avenue

Territory 4-D

James C. Amos, Queen Lane & Greene

Sam Berman, 29th & Somerset

Tom Britt, Broad & Lycoming

Dan Carr, 26th & Huntingdon

Wilmer Cassel, Hunting Park Ave. & Pacific

Clock Service Station, Hunting Park Ave. & 30th

John Deegan, Belfield & Ogontz Ave.

Gerald Dougherty, 33rd & York Sts.

Anthony Fortunato, 29th & Hunting Park Ave.

Dave Furman, Jr., Midvale Ave. & River Drive

Fred Gohen, Germantown Ave. & Washington Lane

Dave Hamilton, 9th & Venango Sts.

Joe Hartnett, 5th & Bristol Sts.

Joe Hartnett, 5th & Somerville Sts.

Harold Mette, Germantown Ave. & Ashmead Sts.

Bob O'Donnell, Rittenhouse & Wissahickon Ave.

Fred Phillips, Midvale Ave. & Stanton St.

Sports Parking, 21st & Lehigh Ave.

Uncle Sam's Motors, York Road & Rising Sun Ave.

2569 Territory 9-G: Philadelphia & Suburban District

L. Anzalone, 74th & Buist Avenue

A. DeNarde, 78th & Island Road & Suffolk St.

John Lee, 52nd & Woodland Ave.

A. Plotnick, 60th & Springfield Ave.

N. Kitts, Cobbs Creek Blvd. & Upland St.

Dakota Garage, 246 S. 59th Street

H. Konkle, Marshall & Wycombe, Lansdowne, Pa.

H. S. Hoffman, Wildwood & Long Lane, E. Lansdowne,
Pa.

E. Shank, McDade Blvd. & Ridley Ave., Folsom, Pa.

J. Stowe, Woodland & Primos Ave., Folcroft, Pa.

Marcus Hook Auto, 10th & Green Sts., Marcus Hook,
Pa.

Mayover's Garage, 61st & Media Sts., Phila.

Bala Service, City Line & Golf Road, Phila.

Joseph Hudson, Lancaster & Girard Ave., Phila.

Wolf Brothers, 143 N. 56th Street, Phila.

Young and Wilson, 112 N. 63rd St., Phila.

T. Irvin, 60th & Warrington Avenue, Phila.

Dave and Sol, 6055 Hazel Avenue, Phila.

Sheer's Super Service, 2095 N. 63rd St., Phila.

Don Keyser, Pennell & Lemni Roads, Lima, Pa.

A. Caccia, 1206 Lancaster Avenue, Rosemont, Pa.

H. & G. Service, Lancaster Pike, Berwyn, Pa.

J. Buffington, 218 E. King St., Malvern, Pa.

J. DiNunno, Route 202, Dilworthtown, Pa.

Cloverleaf Service, Baltimore Pike & Middletown Rd.,
Black Horse, Pa.

Doherty's Service, Baltimore Pike, Lima, Pa.

P. Del Collo, 60th & Baltimore Ave., Phila.

S. Bostwick, Market & Ridge Rds., Linwood, Pa.

Wynnefield Service, 54th & Montgomery Ave., Phila.

Worrall's Super Service, 52nd & Poplar Sts.

A. Tate, 1402 N. 51st St., Phila.

C. Nelson, Main & Water Sts., Colwyn, Pa.

Sharon Hill Garage, Hook Road & Chester Pike, Sharon
Hill, Pa.

Ray Gaynor, 71st & Elmwood Ave., Phila.

John Rice, Kedron & Waverly Terrace, Morton, Pa.

G. & A. Service Station, Prospect Ave. & Chester Pike,
Prospect Park, Pa.

2571 Territory 23-D (Phila. & Suburban Dist.)

Porter Brothers, 6215 Baltimore Ave., Yeadon, Pa.

Chappie's Auto Service, Garrett & Wambley, Upper
Darby, Pa.

James Bradley, West Chester Pike & Keystone, Upper
Darby, Pa.

J. Turney, Burmont Ave. & Jones, Drexel Hill, Pa.

L. Young, Burmont & Mary, Drexel Hill, Pa.

- L. Gaukel, Marshall Road & Owens Avenue, Lansdowne, Pa.
- W. Kyle, West Chester Pike & Naylors Run Road, Llanerch, Pa.
- H. Kiefer, 3448 Garrett Road, Drexel Hill, Pa.
- H. Rossi, City Line & Lynn Blvd., Highland Park, Pa.
- M. Hawk, Darby & Manoa Road, Brookline, Pa.
- E. Scott, Lancaster Ave. & Wynnewood Road, Wynnewood, Pa.
- W. Crissman, 500 S. 69th St., Upper Darby, Pa.
- T. Riter, Garrett & Huntley Rds., Upper Darby, Pa.
- V. Carrow, Long Lane & Alderbrook Ave., Stonehurst, Pa.
- J. Snively, Baltimore Pike & Penn Blvd., E. Lansdowne, Pa.
- J. Nedelka, Lansdowne & Strafford, Lansdowne, Pa.
- V. Heeren, Township Line & Wilson Drive, Llanerch, Pa.
- H. Barnes, Manor Road & Darby Road, Upper Darby, Pa.
- D. Fowler, Hampden & Marshall Rds., Upper Darby, Pa.
- Brookline S. S., Darby Road & Brookline Road, Brookline, Pa.
- W. T. MacDonald, Marlborough Road & West Chester Pike, Stonehurst, Pa.
- W. White, 2142 Darby Road, Oakmont, Pa.
- H. Cook, 61 E. Lancaster Ave., Ardmore, Pa.
- 2573 Territory 25-D (Phila. & Suburban Dist.)
- Lloyd Ammon, State & Baltimore, Media, Pa.
- Edw. Bartlett, State & Township Line, Drexel Hill, Pa.
- Chris Boeker, Lancaster Pike & Aberdeen, Wayne, Pa.
- G. Coveney, Mill Road & Lancaster Ave., Villanova, Pa.
- C. Cooksey, E. Lancaster Avenue, Paoli, Pa.

Wm. Clark, Gay & Adams, West Chester, Pa.
R. J. Conner, High & Chestnut, West Chester, Pa.
J. K. Wilson, Baltimore & Oak Avenue, Clifton Heights,
Pa.
N. Salmonsens, Saxer & Powell, Springfield, Pa.
Stanley H. Dalton, Baltimore Pike & Riverview Rd.,
Springfield, Pa.
B. N. LeBoutillier, Lancaster Ave., Devon, Pa.
I. K. Little, Baltimore Pike, Chester Heights, Pa.
Thomas Montgomery, Lincoln Highway, Exton, Pa.
James Moore, Baltimore & South Avenue, Media, Pa.
Art Mostardi, McDade Blvd. & Ashland, Glenolden, Pa.
Charles McCafferty, Baltimore & Providence, Media,
Pa.
Parkes & Dawn, West Chester Pike, Broomall, Pa.
Edward Sprague, Chester & Fairview Road, Swarth-
more, Pa.
Fred Powell, Bradford & Sharpless, West Chester, Pa.
A. Van Brunt, Burmont Rd. & Woodland Ave., Drexel
Hill, Pa.

Territory 26-CD

Mac & Sam, Inc., 138 S. Springfield Road, Clifton
Heights, Pa.
Sentman Motors, 56th & Chestnut Sts., Phila., Pa.
Callahan Motors, Clifton Ave., Collingdale, Pa.
M & H. Motors, Lancaster Pike, Ardmore, Pa.
Charles T. Leary, Lancaster Pike, Wayne, Pa.
2575 Territory 24-D: (Phila. & Suburban Dist.)
Joe Abel, Chester Pike & Fairview Road, Leiperville,
Pa.
Joe Boice, Chester Pike & Oak Lane, Glenolden, Pa.
J. Chambers, 2nd & Lloyd Sts., Chester, Pa.
J. Dooley, MacDade & Fairview, Woodlyn, Pa.
C. Drozdowski, Chester Pike & Eddystone Ave., Eddy-
stone, Pa.

L. Finnegan, MacDade & Wycombe, Darby, Pa.
Henry's Atlantic Service, Chester Pike & McKinley
Ave., Norwood, Pa.

G. Hill, MacDade Below 12th, Darby, Pa.

Al Kahler, 22nd & Edgemont, Chester, Pa.

Laughead's Service, Chichester & Huddell, Linwood,
Pa.

Matthews, James, Bailey Road & Church Lane, Yeadon,
Pa.

F. E. Mohny, Springfield & Providence, Aldan, Pa.

Burt Rehill, 9th & Flower, Chester, Pa.

Jack Rehill, 4th & Highland, Chester, Pa.

J. Wittig, Industrial Highway, Lester, Pa.

S. K. Watson, Chichester Road, Boothwyn, Pa.

Highland Service Center, Chichester & Highland, Fel-
tonville, Pa.

J. Pollock, 9th & Concord, Chester, Pa.

Sam Dugross, Main & Ridge Sts., Darby, Pa.

Green's Atlantic Service, 214 E. 5th St., Chester, Pa.

2577 Territory 2-G All in Philadelphia (except designated
otherwise)

Arnold Garage, 1616 Master Street

Priestly Burwell, 1919 N. 21st Street

Harry's Hardware, 7 W. Girard Avenue

Hyman Heller, 334 W. Girard Avenue

John & George Atlantic Station, 2658 Frankford Ave-
nue

W. E. Mager, Main & Trenton Aves., Hulmsville, Pa.

William Ruckrein, Front & Wingohocking Sts.

James Wasser, 4331 Roosevelt Blvd.

R. Spiegelman, Boudinot & Ruscomb Sts.

Albert C. Ruch, 601 Torresdale Avenue

William Kiner, Longshore & Gillespie Sts.

James F. Trojan, 7243 Torresdale Avenue

Frank's S. S., 9th & Erie Avenue

Katz Garage, 1509 Germantown Avenue
Walsh Auto Repair, 999 Anchor Street
R. S. Rodgers, 5565 Miriam Road
Wm. A. Dettmer, Rt. 113 & Lewisville Avenue, Newportville, Pa.
Tullytown Garage, Tullytown, Pa. (Main Street)
J. Barton, A75 Pond Street, Bristol, Pa.
Naylor Brothers, Howard & Allegheny Avenue
George's Auto Supply, "G" & Allegheny Ave.
Ben's Auto Repair, "I" and Atlantic Sts.
Wm. J. O'Driscoll, Crystal & Tioga Sts.
Airlight Garage, 851 E. Tioga Street
Juniata Service Station, Erie Ave. & Bennington St.
Zimmerman's Auto Repair, 847 E. Luzerne St.
Lehigh Service Station, 341 E. Lehigh Avenue
Joseph Rose, 1940 E. Tioga Street
Len's S. S., Thompson & Westmoreland Streets
2579 Penn Service Station, Penn St. & Cheltenham Avenue
Sabath Garage, 1735 Wakeling Street
Bridesburg Garage, 4547 E. Thompson St.
Akron Service Station, Akron & Pratt Sts.
Pat's Service Station, 1201 Bridge Street
Lennox Auto Supply, 3121 Emerald St.
Samuel H. Roseman, 2901 N. Front St.
James P. Kelly, 3121 Memphis St.
George Salomskas, 3401 Richmond St.
Louis J. Zandel, Whitaker Ave. & Luray St.
A. Parone, 6th & Sedgley Avenue
Jan's Service Station, 975 Frankford Avenue
Cumberland Garage, 8th & Cumberland Sts.
R. Foehl, 2235 N. 10th St.
Richard Glanzman, 2nd & Diamond Sts.
Frank Carango, Bristol Pike, Edgely, Pa.
Stanley Budney, Bristol Pike & Park Ave., Eddington, Pa.

W. Becker, 1201 Cottman St.
Adam's Auto Service, Comly & Walker Sts.
Nick DiBello, Welsh Road & Frankford Avenue
A. K. Margerum, Route 13, Edgely, Pa.
Frank Conti, Bloomdale Road opposite M. & M. M.
Plant, Bristol, Pa.
Philip Karponski, 2835 Tulip Street
John's Auto Service, 2318 E. Susquehanna Avenue.
Carl Dolente, 2330 Frankford Avenue
Len's Auto Service, 9337 Torresdale Avenue
A. L. Keely, Bristol Pike, Edgely, Pa.
W. H. Stearn, Bristol Pike, Andalusia, Pa.
2581 Wm. Johnson, Croyden S. S. (State Road & Cedar
Ave.), RFD 2, Croyden, Pa.
M. Denshaw, Frankford Ave. & Decatur, Phila.
A. B. Fehrenbach, Castor & Unruh, Phila.
Wm. Foster, 8759 Frankford Avenue, Phila.
George Hinds, Durham & Emily Roads, Newportville,
Pa.
H. Humphreys, Roosevelt Blvd. & Comly, Phila.
J. Livesey, Roosevelt Blvd. & Rhawn St., Phila.
C. Miller, Bustleton Ave. & Welsh Road, Phila.
M. Phillips, Bustleton Ave. & Philmont Rd., Phila.
A. Raupp, Lincoln Highway, Pennel, Pa.
A. Salmosen, Torresdale & Shelmire St., Phila.
H. Sooby, Eddington, Pa. (Bristol Pike & Street Road)
H. Vandegrift, Farragut & Bloomdale Ave., Bristol,
Pa.
Lou Wehn, Bustleton & Byberry Rd., Somerton, Pa.

2583

Goodyear Associate Dealers

New Jersey

Territory 50-D

Don Allen, Pennington, N. J. (Rt. #30 & Washington's Crossing)

Harold Bechtel, Chambers & Liberty Sts., Trenton, N. J.

B. K. Motors, Trenton, N. J. (N. Clinton Avenue)

Norman Brown, Greenwood & Nottingham Way, Trenton, N. J.

Andrew Hazard, Broad & Park, Trenton, N. J.

T. Harrison, Trenton, N. J. (Forrest & Reeves Avenue)

Glenn R. Jamieson, Greenwood & Chambers, Trenton, N. J.

Voorhees Johnson, Olden & White Horse Aves., Trenton, N. J.

Charles Lutz, 2769 S. Broad St., Trenton, N. J.

Jasper Lucas, Rt. #33 & Crest Avenue, Hamilton Square, N. J.

Charles Mantel, Cedar Lane & Williams St., Trenton, N. J.

John Matuza, Bellevue & Calhoun Sts. Trenton, N. J.

George Mellevoid, Route #25, Windsor, N. J.

H. Mohr, State Street & Whitehead, Trenton, N. J.

George MacKissic, River Rd. & Yardley Bridge, Trenton, N. J.

Ed McLoughlin, Robbinsville & Allentown Rd., Allentown, N. J.

H. Oliveri, 520 Brunswick Avenue, Trenton, N. J.

Jos. M. Quinn, 628-36 Perry St., Trenton, N. J.

William Riegel, Rose & Calhoun Sts., Trenton, N. J.

Lloyd W. Ruch, Pennington & Parkway, Trenton, N. J.

Deklyn Smith, Princeton Ave., east of Spruce, Trenton, N. J.

J. R. Sutphin, Rt. 26 & Washington Road, Penns Neck,
N. J.

Ralph Weer, West End & Edgewood, Trenton, N. J.

William Worthington, Parkside & Homan, Trenton,
N. J.

Young Brothers, Liberty & Olden Avenue, Trenton,
N. J.

2584 Matthew Pasawicz, 1720 Brunswick Avenue, Slack-
wood, N. J.

C. Leming, Allentown, N. J.

B. Peart, Mercersville, N. J.

Territory 55-G 55-D

Robert Williams, Broadway & Silver Lake Ave., West-
ville, N. J.

James H. LaFlamin, Black Horse Pike & Evesham,
Glendora, N. J.

Joseph Pennisi, Hilltop, N. J. (Black Horse Pk. &
Landing Road)

William Anderson, White Horse Pike & Harker Lane,
Berlin, N. J.

Frank Eastlack, Broad & Commerce Sts., Paulsboro,
N. J.

Harry Young, Verga, N. J.

Albert R. Clifford, Glassboro & Evergreen, Woodbury
Heights, N. J.

C. W. Tarrach, Broad & Dickinson St., Woodbury,
N. J.

Bert Nicholls, Broad & West Sts., Woodbury, N. J.
Suburban Motors, Camden, N. J. (Fairview)

Joseph Polinero, Brooklawn, N. J. (Crescent &
Haakon)

Joseph Delangowski, Gloucester, N. J. (SWC Broad-
way & Hunter)

Pat's Super Service, 1621 Broadway & Webster, Cam-
den, N. J.

William De Filippo, 5th & Berkley, Camden, N. J.
Prospero Borreggine, 800 S. 2nd St., Camden, N. J.
Charles Graziosa, 1000 Ferry Ave., Camden, N. J.
Bart's Atlantic Service, 1714 Mt. Ephraim Ave., Camden, N. J.

Edward Zawacki, 900 Kaighn Ave., Camden, N. J.

Nick's Garage, 210 Mickle St., Camden, N. J.

Alex Laskawitch, 542-44 Main St., Camden, N. J.

Rauh & Clark, 817 Federal St., Camden, N. J.

C. C. Miller, 1153 Penn St., Camden, N. J.

Parkside Auto Service, NEC Princess Ave. & Walnut St., Camden, N. J.

Theodore Kauffman, State St. & Cooper River Bridge, Camden, N. J.

Henry J. Lemmon, 18th & River Road, Camden, N. J.

Ward & Kehoe, 3144 Westfield Ave., Camden, N. J.

Michael Kozakewich, Jr., S. 3rd Avenue, Merchantville, N. J.

Adolph Schmidt, Rt. 38, 34th Ave. & S. Harvard, South Merchantville, N. J.

Samuel DePasquale, Marlton Pike & Delaware Township Line, S. Merchantville, N. J.

Edgar Lincoln, Cove Road & Westfield Ave., Pennsauken, N. J.

Alex George, 7725 Maple Ave., Pennsauken, N. J.

Dominic Sacca, Rt. 40, Deer Park, R. D. Haddonfield, N. J.

Joseph V. Neale, 221 S. Black Horse Pike, Mt. Ephraim, N. J.

Ben Smith, White Horse Pike & California, Clementon, N. J.

Clementon Atlantic Service, Park Blvd. & Gibbsboro Road, Clementon, N. J.

Jas. R. Woodbury, Rt. S-41 & O'Donnell's Lane, Palmyra, N. J.

- L. R. Hammel, 206 Pavillion Av., Riverside, N. J.
Tieman's Atlantic Service, Burlington & Union Sts.
Delanco, N. J.
Jenkins Atlantic Station, Burlington & West Aves.,
Delanco Gardens, N. J.
Adams Brothers, Federal & Locust Sts., Burlington,
N. J.
Dares Service Station, 182 Hanover St., Pemberton,
N. J.
Thomas Lattiere, Rt. 40 & State Highway, Medford,
N. J.
Sexton's Restaurant, Rt. 40, R. D. Medford, N. J.
William C. Matlack, Hessian & Red Bank Aves., Thoro-
fare (National Park) N. J.
James A. Gould, Salem Road, Mt. Royal, N. J.
R. R. Borden, Woodbury & Swedesford Road, Mick-
leton, N. J.
Earl Chamberlin, Woodbury & Mantua Rds., Mantua,
N. J.
Roger Della Matta, Mantua-Pitman Road, Barnesboro,
N. J.
Frank Monzo, Hurfville & County House Rds., Black-
wood Terrace, N. J.
Wilmer Pleasanton, 11 Morris Avenue, Blackwood,
N. J.
2586 Fanelli Atlantic Station, Black Horse Pike, Black-
wood, N. J.
Moe's Atlantic Service, Black Horse Pike & Lakeland
Road, Blackwood, N. J.
Mayer Wetherell, Black Horse Pike & Woodbury Road,
Turnersville, N. J.
Barclay E. Zane, 16 W. Broad Street, Gibbstown, N. J.
Crown Service, Route 44, Gibbstown, N. J.
Thomas J. Slusor, Rts. 322 & 100, Swedesboro, N. J.
Edward Taylor, Rt. 100, Swedesboro, N. J.

Jay Vee Service, Virginia Avenue & Harmony, Penns Grove, N. J.

William Mesogianes, Rt. 40 & Plant St., Deepwater, N. J.

Joseph Swider, Salem, N. J. (Salem-Pennsville Road)

Harry Richie, 18 Front Street, Salem, N. J.

Sandy's Atlantic Service (Laren Saunderlin) 90 West Ave., Woodstown, N. J.

Florus Smith, 26 N. Main Street, Woodstown, N. J.

Mrs. E. Hubschmitt, State Highway, Rt. 46, Mullica Hill, N. J.

2587 Territory 52-D

Batlis, Nick, Broad & Morgan Sts., Palmyra, N. J.

Borocz, Julius, Rts. 25 & 39, Bordentown, N. J.

Eckman, Horace—Mill and Pine, Mt. Holly, N. J.

Fortnum Motors Co., Rt. 25, Bridgeboro, N. J.

Frank's Auto Service (Frank Giovanetti) Rt. S-41 & 5th St., Palmyra, N. J.

Fred's Atlantic Service, (Merritt Haines) Mt. Holly Rd. & Brimstone, Medford, N. J.

Garro, Nick—Main & Lippincott, Maple Shade, N. J.

Hoover, John—Rt. S-41 & Vanderveer, Palmyra, N. J.

Hutchinson, L.—Rt. 25 & W. High St., Burlington, N. J.

Kotula, Antoni—Fairview, R. D. Medford, N. J.

Lawson, William—Rt. 25 & Browning Road, Pennsauken, N. J.

Lipinsky, Walter—Rt. 25 & Fairview, Riverside, N. J.

Lott, Charles—Rt. 38 & Church St., Moorestown, N. J.

Melrose Service Station (E. & A. Bisignano), Rt. S-41, Medford, N. J.

Montgomery, Robert C.—N. W. Side Rt. S-41, Maple Shade Township, N. J.

Pettit, M. O.—Rt. S-41 & S-40, Marlton, N. J.

Ruggiano, Joseph—Camden & Cottage Avenue, Lenola, N. J.

Seward, George—Maple & Chapel Ave., Merchantville,
N. J.

Schlatter, Paul H.—Rt. 25 & Hilton Rd., Pennsauken,
N. J.

Stohner, George—W. Main & Union Sts., Moorestown,
N. J.

Strohlein, Jacob—Rt. 25 & Burlington Pike, Riverton,
N. J.

Watson, Jos.—Park and Cove Road, Merchantville,
N. J.

Consolidated Sales—29th & Lafayette St., Riverside,
N. J.

Quicksall, Wallace—Rt. 38, Mt. Holly, N. J.

Sekerske, Harry—Browns Mills, N. J.

Thompson's Atlantic Service, Rt. 25 & Myrtle Ave.,
Pennsauken, N. J.

Markwith's Atlantic Service, Rt. S-41, Kresson, N. J.

2588 Territory 54-D

Atwood, M. S., 96th St. & 3rd Ave., Stone Harbor, N. J.
Brestle, Daniel, Absecon Blvd. & Seymour, Atlantic
City, N. J.

Correll, Charles, Bay Shore Road, Villas, N. J.

Cole, John Robert, Pacific & Missouri, Atlantic City,
N. J.

Driver, Dewey, Delaware & Spruce, N. Wildwood, N. J.

Glass, James, Pacific & Colorado, Longport, N. J.

Heston, I. J., Maple & Atlantic, Wildwood, N. J.

Hostler, D. E., Curb City & Wildwood Road, Corbon
City, N. J.

Kellmyer, Carl G., West End Ave. & Albany Blvd.,
Atlantic City, N. J.

Larish, C. V., Delsea Drive & Rt. 4, Rio Grande, N. J.

Mapes, A. E., 9th & Bay, Ocean City, N. J.

Miller, Jos. A., Haddon & Atlantic Blvd., Atlantic City,
N. J.

Pessolano, Jos., 41st & Landis, Sea Isle City, N. J.
Ruane, Jos., Verona & Lyons Court, Pleasantville, N. J.
Stansell, H. J., 627 Washington St., Cape May, N. J.
Stanley, A. D., Ventnor & Delevan, Margate City, N. J.
Taylor, B. D., 3800 Atlantic Ave., Atlantic City, N. J.
Van Sant, Sam, Townsends Inlet, New Jersey
Wells, Leroy, 34th & Asbury, Ocean City, N. J.
Harold Smith, Rio Grande, Wildwood, N. J. (509 Rio Grande Ave.)

Territory 57-CD

John Stratton, Pitman, N. J. (Broadway)

2589 Territory 53-D

Birdsall, H. K., Laurel & Irving, Bridgeton, N. J.
Wm. J. Hadsell, East & Landis, Vineland, N. J.
Mark's Atlantic Station, 6th & Chestnut Sts., Vineland, N. J.
John Federanko, Main Street, Pennsgrove, N. J.
M. R. Hitchner, Holly & Woodbury Road, Pitman, N. J.
Joe's Atlantic Ser. (Jos. Federici) Virginia Ave., Pennsgrove, N. J.
Samuel Kelty, Quinton, N. J.
John W. Kennedy, Pearl & Washington, Bridgeton, N. J.
Kugler, Wm., 5th & Broadway, Salem, N. J.
Link, Arthur, Broad & Atlantic, Bridgeton, N. J.
Morris, Norman, Central Ave. & Center St., Clayton, N. J.
Pearson, Wilmer F., Elmer, N. J.
Shipley, Richard E., Delsea Drive & Pomona, Glassboro, N. J.
Smith, Clarence G., Grant & Market, Salem, N. J.
Somers, F. Edward, NEC 2nd & Vine Sts., Millville, N. J.

Suiter, J. W., Main St., Pennsville, N. J.
 Van Schoick, Paul, 3rd & Landis, Vineland, N. J.
 Vito's Service Station, Route 46, Seabrook, N. J.
 Wright, R. H., 34th N. Broadway, Pitman, N. J.
 King, Russell, High and Oak; Millville, N. J.
 Foster, Charles, Main Street, Woodstown, N. J.

2590 Territory 51-D

Bartleson, E. T., Euclid & Tanner Sts., Haddonfield,
 N. J.
 Bauer, Newlin L., Rt. 38 & Browning Rd., Pennsauken,
 N. J.
 Brzuska, Chester, Kings Highway & Edgewood, Audu-
 bon, N. J.
 Capozzi, S. J., White Horse Pike & Clinton Ave., Oak-
 lyn, N. J.
 Cliff's Atlantic (Clifford Partridge) Crescent Blvd. &
 Nicholson Road, Gloucester, N. J.
 Conover, Wm., Marlton Pike & Baird Blvd., Camden,
 N. J.
 DelSordo, Michael A., Crescent Blvd. & Taylor, Col-
 lingswood, N. J.
 Fothergill, Samuel, Marlton Pike & Grove St., Mer-
 chantville, N. J.
 Gibson, Wharton, Federal & Terrace, Camden, N. J.
 Gregson, George, Admiral Wilson Blvd. & Thorndyke,
 Camden, N. J.
 Harold's Atlantic Service, 879 Haddon Ave., Collings-
 wood, N. J.
 Harwood, K., 7th & Cooper St., Camden, N. J.
 Jones, Harry, Crescent Blvd. & Park, Collingswood,
 N. J.
 Little, Douglas,—Haddon, Maple & Locust, Westmont,
 N. J.
 Long, William—White Horse Pike & Taylor, Audubon,
 N. J.

Parkview Garage, White Horse Pike & Collings Ave.,
Collingswood, N. J.

Santacapito, E. G., Haddon & Atlantic, Camden, N. J.

Stanton, John, Crescent Blvd. & Maple, Collingswood,
N. J.

Stow, M.—Kings Highway & Linden, Haddonfield, N. J.

Tramutola, Jos.—Broadway & Woodland, Camden,
N. J.

Whitaker, Wilbur—Haddon Heights (White Horse
Pike & Clements Bridge Road) N. J.

2531 Territory 56-G and 56-D

A. DeMarco, White Horse Pike & Bellevue, Hammon-
ton, N. J.

Jos. P. Zuba, White Horse Pike & London Ave., Egg
Harbor, N. J.

Wittkamp's Service, Willard Road & Commonwealth
Ave., Strathmara, N. J.

J. Wright, 21st Avenue, Avalon, N. J.

R. McPherson, W. Perry Street, Cape May, N. J.

Yearick Motors, Wildwood, N. J.

A. Forbes, Delsea Drive, Clayton, N. J.

R. H. Vassalle, Malaga, N. J.

Scaife Brothers, Cor. South Ave. & Willow St.,
Bridgeton, N. J.

Sam's Super, Railroad Ave. & Pleasant St., Hammon-
ton, N. J.

D. A. Priestley, White Horse Pike, Elm, N. J.

P. Lyburn, N. Carolina & Baltic Aves., Atlantic City,
N. J.

E. Moeller, 6th & Bay Avenue, Beach Haven, N. J.

H. Allatt, Harding Highway, Mays Landing, N. J.

F. Charlesworth, 164 S. 2nd Street, Millville, N. J.

S. Drozo, Harding Highway, Landisville, N. J.

Prestis & Sons, E. Blvd. & Catawba Avenue, Newfield,
N. J.

Fingers Filling—Delsea Drive, Franklinville, N. J.

F. N. Giordani, Black Horse Pike, Folsom, N. J.

Frank Perri, 517 Shore Road, Northfield, N. J.

Wm. Gaskill, Shore Road & Johnson Ave., Somers Point, N. J.

R. Dills, SEC Ocean Hts. Ave., Route 4, Linwood, N. J.

A. Barrett, Maysland Road, Scullville, N. J.

J. Hall, Wildwood Villa, N. J.

Carl Roy, Wedwood, N. J.

Atlantic Auto Supply, Lincoln & Pacific Aves., Wildwood, N. J.

2592 . . COMMISSION EXHIBIT NO. 161A-B.

July 30, 1951

TBA SJH

Goodyear Program

Atlantic Dealer Identification

Mr. W. J. Jackson,
Room 1218.

Dear sir:

I asked Mr. O'Neill of the Goodyear Tire & Rubber Company to supply me with a list of the Atlantic dealers in the Philadelphia Region who refused to be identified on the Goodyear program. Attached is a list of 46 dealers who, for reasons indicated, have refused this service.

You will probably wish to review the respective portions of this list with the District Managers concerned. Undoubtedly, facilities for identification are not the best at some of these locations, but with others it is apparent that the proprietors have not been sold on the Goodyear program. In such instances, I believe that additional sales

effort is called for. In any event, will you be kind enough to advise me at your convenience what action you have taken with regard to this list.

Very truly yours,

h

Enc.

2594 Location and Reason

P. DiCicco, 26th & Snyder, Philadelphia—Alarm wire in way

C. Dolente, 2330 Frankford Ave., Phila.—Has own sign

H. Mohr, State & Whitehead Sts., Trenton, N. J.—Goodrich dealer

J. Dreger, 68th & Woodland Ave., Phila.—Neon sign in way

H. Bean, Main & Forrest, Jeffersonville, Pa.—Does not want

Sheer's, 2095 North 63rd St., Phila.—Won't handle Good-year

R. Glanzman, "L" & Diamond Sts., Phila.—Has own sign

Neil O'Brien, North Lane & Fayette, Conshohocken, Pa.—Refused

V. D'Ascenz, 49th & Lancaster Ave., Phila.—Shelves in way

Frankford Sales, 4800 Frankford Ave., Phila.—Refused

Walsh, 999 Anchor, Phila.—Neon in way

B. Rubin, Oxford & Foulkrod, Phila.—Refused

Wm. J. O'Driscoll, Crystal & Tioga, Phila.—Does not want

John Callhoun, 2525 Moore St., Phila.—Wants on bottom

Ebby's, 8th & Wyoming St., Phila.—Wants on bottom

Sentman Motors, 5630 Chestnut St., Phila.—Auto Agency

Dakota Garage, 246 S. 59th St., Phila.—Has own sign

A. E. Mapee, 9th & Bay, Ocean City, N. J.—Will still sell Lee

L. Wells, 34th & Asbury, Ocean City, N. J.—Lee distributor

T. Campion, York Rd. & Washington, Jenkintown, Pa.—Does not want

T. Campion, 481 York Rd., Jenkintown, Pa.—Does not want
D. White, Easton & Jenkintown, Glenside, Pa.—Want in
transom

M. Craig, Rising Sun & Lardner, Phila.—Wants nothing on
window

S. Van Sant, Townsend Inlet, N. J.—Does not sell

P. Burnwell, 1919 N. 21st St., Phila.—Doesn't handle tires
Marianni Auto, Tulip & Ontario, Phila.—Does not want

A. Van Brunt, Burmont & Woodland, Drexel Hill, Pa.—
Refused

2595 Quaker City Garage, 929 Race St., Phila.—Does not
want

A. K. Margerum, Edgely, Pa.—Has Coca Cola—Doesn't
want change

Johnson, State Road & Cedar, Croyden, Pa.—Doesn't want
to block view

Callahan Motors, Clifton Ave., Collingdale, Pa.—No need
for it

Green's, 214 E. 5th St., Chester, Pa.—Does not handle

Marcus Hook Auto, 10th & Green, Marcus Hook, Pa.—Does
not handle

Sylvania Auto, 1946 McKean St., Phila.—Has own sign

Bernie's, Randolph & Oregon, Phila.—Lee distributor

Ben's Auto, I & Atlantic, Phila.—Does not own property

Guy Haden Motors, 912 North Broad, Phila.—Auto Agency
—Does not want

S. DePasquale, Marlton & Delaware, S. Merchantville, N. J.
—Not a Goodyear dealer

A. C. Caccia, 1206 Lancaster, Rosemont, Pa.—Refused

E. Shank, McDade & Ridley, Folsom, Pa.—Not Goodyear
dealer

Chappie's, Garret & Wembley, Upper Darby, Pa.—Not
Goodyear dealer

H & G Service, Lancaster Pike, Berwyn, Pa.—Refused

Lidon S. S., Street Road & 2nd St., Southampton, Pa.—Refused

Henry's, Chester & McKinley, Norwood, Pa.—Refused

Brookline, S. S., Darby Rd. & Brookline Blvd., Brookline, Pa.—Refused

J. Moore, Baltimore & South, Media, Pa.—Does not want

2596

COMMISSION EXHIBIT NO. 162.

August 20, 1951

PNJ:WJJ

Goodyear Identification—Dealer Locations.

Please refer to our letter of July 24th on the captioned subject.

Management is very definitely concerned about the refusal of dealers to permit Goodyear identification at their stations.

Kindly inform this office of the progress being made in correcting the situation—according to listing of locations forwarded to you with our letter of July 24th.

W. J. Jackson

cc: Mr. E. D. Walter

Mr. S. J. Heideman—Room 1210

2940

Commission Exhibit No. 163.

2598

COMMISSION EXHIBIT NO. 163.

August 21, 1951

TBA SJH

Goodyear Program
Atlantic Station Identification

Mr. S. A. Gaylord, Manager,
Petroleum Sales Department,
Goodyear Tire & Rubber Co.,
Akron 16, Ohio.

Dear Mr. Gaylord:

I wonder if you can furnish me promptly with a report on the progress of the subject program. I should like to have this information broken down by our regional territories. As I understand it, the signs are being erected by Goodyear crews, but the decals are being erected by outside agencies. Furthermore, at the present time when we locate an Atlantic dealer who is without any Goodyear identification or without one or the other signs or decals, we do not know whether an unsuccessful attempt has been made to complete the assignment or whether all or part of the job, whatever the case may be, is scheduled for attention.

We should like to interest ourselves in the cases where an unsuccessful attempt has been made to provide the Goodyear identification. Perhaps, this information could be made available to us in simplest form by stating the Atlantic District areas that have been covered by either sign crews or agencies that are applying the decals, and by supplying us a list of the dealers where attempts to erect decals or signs were unsuccessful.

I have already received a list of this type for the Philadelphia and South Jersey areas, and this has been referred

to our District Managers for further attention. However, I do not know if this is a partial or complete list of the dealers in that territory who could not be identified with Goodyear signs.

Your cooperation in this respect will be greatly appreciated.

Cordially yours,

S. J. Heideman

2942

Commission Exhibit No. 164.

2600

COMMISSION EXHIBIT NO. 164.

The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio

August 24, 1951

Mr S J Heideman
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pa

Subject: Atlantic-Goodyear
Identification

Dear Syd:

Your recent request for information on stations that our Identification Crews are unable to identify has been passed along to Joe O'Neill.

This information is obtainable from our District Offices because the Identification Crews work from a formal request made up for each station to be identified. In turn they report back advising our District Managers whether the work has been done or not.

We believe that Mr O'Neill can set up a program with our Districts through Petroleum Representatives to obtain this information for you on a specific time basis.

We are asking Mr O'Neill to report to you on this as soon as possible.

Yours very truly,
J W Basista

Petroleum Sales Department

J W Basista
lfm

2602

COMMISSION EXHIBIT NO. 165.

The Goodyear Tire & Rubber Company, Inc.,
2750 North Broad Street
Philadelphia 32, Penna.

August 29, 1951

Mr. S. J. Heideman, Manager T.B.A. Sales
The Atlantic Refining Company
260 S. Broad Street
Philadelphia 1, Pa.

Subject: Goodyear Program—
Atlantic Station Identification

Dear Syd:

Per your request, I am attaching a list showing the Atlantic locations in the New England Region wherein the DeWolf Valance Company were unable to install Goodyear window valances.

In the event that you are successful in obtaining permission to install valances in these locations please inform the writer so that I can have DeWolf take care of the installations.

Yours very truly,

J W O'Neill

Division Petroleum Representative

J. W. O'Neill
mmc

2944

Commission Exhibit No. 165A.

2604

COMMISSION EXHIBIT NO. 165A.

August 28, 1951

**The Goodyear Tire & Rubber Co.
2750 N. Broad Street
Phila., Pa.
Att: Mr. J. O'Neil**

Gentlemen:

Enclosed you will find two lists showing those locations wherein we were unable to install Goodyear window valances.

I am inclined to think that those locations marked "windows too small" etc., can not be installed. However, something might be done about the other list.

Cordially yours,

A. P. DeWolf

APDW/meh

2607

COMMISSION EXHIBIT NO. 166.

The Goodyear Tire & Rubber Company, Inc.
2750 North Broad Street
Philadelphia 32, Penna.

Mr. S. J. Heideman, Manager

October 11, 1951

T.B.A. Sales

The Atlantic Refining Company

260 S. Broad Street

Philadelphia 1, Pa.

Dear Mr. Heideman:

Per your request, we are listing below Atlantic accounts in our Albany District who refused to permit our Sign Crew to identify the station with Goodyear Signs and decals.

Comments by Identification
Field Representative

William Wilde
Fort Johnson, N. Y.

Does not want Goodyear identification—dud.

Burks Garage
Albany, N. Y.

Going Esso

Stalders Service
Station
Scotia, N. Y.

Dud

E. R. Dickinson
Hudson Falls, N. Y.

After identifying several of Mr. Dickinson's stations, I find that he is not sure he is going Goodyear. He is trying to play both ends against the middle between Lee and Goodyear.

Stevens Motors
Lebanon, Vt.

Refused Goodyear Identification.

Yours very truly,

J W O'Neill

J. W. O'Neill

mme

Division Petroleum Representative

2946

Commission Exhibit No. 167.

2609

COMMISSION EXHIBIT NO. 167.

The Goodyear Tire & Rubber Company, Inc.

2750 North Broad Street

Philadelphia 32, Penna.

October 15, 1951

Mr. S. J. Heideman, Manager

T.B.A. Sales

The Atlantic Refining Company

260 S. Broad Street

Philadelphia 1, Pa.

Dear Mr. Heideman:

Attached are lists of Atlantic dealers in the Philadelphia, South Jersey, Hartford, Boston, Syracuse and Newark Districts where either valances or diamond signs have not been installed for various reasons as listed.

As further reports come to my attention, I will advise you.

Yours very truly,

J W O'Neill

Division Petroleum Representative

J. W. O'Neill

mme

2611

COMMISSION EXHIBIT NO. 167A-M.

Refusals Phila.

- Akron Service Station—Akron & Pratt St.—Phila. Pa.
- Ben's Auto Repair—I and Atlantic St.—Phila., Pa.
- W J O'Driscoll—Crystal & Tioga—Phila., Pa.
- Guy Haden Motors—912 N. Broad St.—Phila. Pa.
- H. Allatt—Harding Highway—Mays Landing, N. J.
- Callahan Motors—Clifton—Collingdale, Pa.
- M & H Motors—Lancaster Pike—Ardmore, Pa.
- W. Bean—Main & Forrest Sts.—Jeffersonville, Pa.
- W. E. Mager—Main & Trenton Ave—Hulmeville, Pa.
- A. K. Margerum—Rte #13—Edgely, Pa.
- Johnson S S—State Rd & Cedar Ave—Croyden, Pa.
- Sheer's Super Service—2095 N. 63rd St.—Phila., Pa.
- Wynnefield Service—54th & Montgomery—Phila., Pa.
- Seutman Motors—56th & Chestnut—Phila., Pa.
- M. Craig—Rising Sun & Lardner—Phila., Pa.
- Frankford Sales—4800 Frankford Ave—Phila., Pa.
- Segal & Son—21st & Fitzwater—Phila., Pa.
- Sylvania Auto—1946 McKean St.—Phila., Pa.
- Quaker City Garage—929 Locust St.—Phila., Pa.
- Rubin B.—Oxford/Pk. & Foulkrad—Phila., Pa.
- Marianni Auto Service—Tulip & Ontario—Phila., Pa.
- Thomas Campion—Old York Rd & Washington Lane—
Jenkintown, Pa.
- Thomas Campion—481 York Road—Jenkintown, Pa.
- Abram Van Brunt—Burmout Rd & Woodland Ave—Drexel
Hill, Pa.
- Neil O'Brien—North Lane & Fayette St.—Conshocken, Pa.
- W C Mallard—Hessian & Red Bank—Thorofare, N. J.
- Fred Regal—Black Horse Pike—W. Collingswood, N. J.
- Wallace Bros—9th St.—Ocean City, N. J.
- Charles T. Leary—Lancaster Pike—Wayne, Pa.

Acaccia—1206 Lancaster Ave—Rosemont, Pa.
2612 Leedon's S S—Street Rd & 2nd St.—Southampton,
Pa.

James Moore—Baltimore & South Ave—Media, Pa.

J Turney—Burnmont & Jones—Drexel Hill, Pa.

Parkes & Dawn—Westchester Pike—Broomal, Pa.

Brookline S S—Darby Rd & Brookline Blvd—Brookline, Pa.

H & G Service—Lancaster Pike—Berwyn, Pa.

Other Types of Refusals

S. De Pasquale—Marlton Pike & Delaware—South Merchantville, N. J.—(Not going Goodyear)

E. Shank—McDade Blvd & Ridley—Folsom, Pa (Non Goodyear)

Chappies—Garrett & Hembly—Upper Darby, Pa (Non Goodyear),

P. Burwell—1919 N. 21st St.—Phila, Pa (Not handling tires or batteries)

Bernies Service—Randolph & Oregon—Phila., Pa (Lee Distributor)

Marcus Hook—10th & Green—Marcus Hook, Pa (Not handling line)

Green's—214 E 5th St.—Chester, Pa (Has not signed)

W. White—2142 Darby Rd—Oakmont, Pa. (Not handling line)

F. E. Somers—2nd & Vine Sts.—Millville, N. J. (Seiberling Distributor)

H. Mohr—State & Whitehead Sts.—Trenton, N. J. (Goodrich Dealer)

Jas Woodbury—O'Donnell Lane, Palmyra, N. J. (Impl. to Adv.)

J. Harrington—Route #23—Valley Forge, Pa. (Impl. to Adv.)

G. I. Service—Maple Glen—Maple Glen, Pa. (Impl. to Adv.)

Ed McLaughlin—Cobbinville & Allentown Rd.—Allentown, N. J. (out of business)

J K Wilson—69th & Buist Ave—Phila., Pa. (out of business.)

2613 Valance-Structural Difficulties Phila

Wm Long—White Horse Pike & Taylor—Audubon, N. J.
Frank Monzo—Hafville & County House Rd.—Blackwood Terrace, N. J.

F G Santacapeto—Haddon & Atlantic—Camden, N. J.

Harry Jones—Crescent Blvd & Park—Collingwood, N. J.

J. V. Neale—221 S. Black Horse Pike—Mt. Ephriam, N. J.

Mrs E. Hubschmidt—Rte #46—Mullica Hill, N. J.

Harry Richie—18 Front St.—Salem, N. J.

Ed Taylor—Sweedsboro, N. J.

James A Gould—Salem Rd.—Mt. Royal, N. J.

Thomas Lattiere—Rte #40—Medford, N. J.

F. Pervi—517 Shore Road—Northfield, N. J.

R. H. Vassallo—Malaga, N. J.

Russell King—High Road—Millville, N. J.

Paul Van Schoick—3rd & Landis—Vineland, N. J.

J. W. Suiter—Main St.—Pennsville, N. J.

C. G. Smith—Grant & Market—Salem, N. J.

W. F. Pearson—Elmer, N. J.

A. Link—Broad & Atlantic—Bridgeton, N. J.

James Glass—Pacific & Colorado—Longport, N. J.

J. A. Miller—Haddon & Atlantic Blvd.—Atlantic City, N. J.

J. Ruane—Verona & Lyons Court—Pleasantville, N. J.

Joseph Groner—Super Highway & Highland—Parkland, N. J.

Harvey Furness—150 S. Main St.—Yardley, Pa.

L. C. Finney—Buck Rd.—Holland, Pa.

J: Barton—Pond St.—Bristol, Pa.

W. H. Stearn—Bristol Pike—Andalusia, Pa.

A. Raupp—Lincoln Hwy—Penn dal, Pa.

A. Tate—1402 N. 51st St.—Phila., Pa.

2614 Sam Berman—29th & Somerset—Phila, Pa.

Wilmer Cassel—Hunting Park & Pacific—Phila., Pa.

Gerald Dougherty—33rd & York St.—Phila., Pa.

Dave Furman—Midvale & River Drive—Phila., Pa.

Dave Hamilton—9th & Venango—Phila., Pa.

Uncle Sam's Motors—York Rd & Rising Sun Ave—Phila., Pa.

Dakota Garage—246 S. 59th St.—Phila., Pa.

J. Sullivan—6101 Ridge Ave.—Phila., Pa.

George Stevenson—Beechwood St. & Wyncote—Phila., Pa.

O'Connell Motors—6715 Ridge Ave.—Phila., Pa.

H. E. Neger—200 W. Rosemar St.—Phila., Pa.

Eppy's—8th and Wyoming—Phila., Pa.

Len's S. S.—Thompson & Westmoreland—Phila., Pa.

Juanita Service—Erie Ave. & Bennington St.—Phila., Pa.

Walsh Auto—999 Anchor St.—Phila., Pa.

R. S. Piegelman—Boudinot & Ruscomb St.—Phila., Pa.

Wm. Ruckrein—Front & Wingohocking St.—Phila., Pa.

R. B. Lloyd—Kensington & Sedgley—Phila., Pa.

Frank Braidfield—Frankford & Tyson—Phila., Pa.

Atlantic Auto—12th & Porter—Phila., Pa.

Rip's Service—Delaware & Beach—Phila., Pa.

E. O'Brien—2nd & Huntington—Phila., Pa.

Ray Duster—5317 Warren St.—Phila., Pa.

J. Dreger—68th & Woodland—Phila., Pa.

V. D. Ascenz—49th and Lancaster—Phila., Pa.

Harry Corker—3842 Lancaster Ave.—Phila., Pa.

Howard Miller—3321 Frankford—Phila., Pa.

John Keglee—Front and Moore—Phila., Pa.

J & H Auto—132 N. 3rd St.—Phila., Pa.

Frank's Service—22nd and Ritner—Phila., Pa.

2615 John Calhoun—2525 Moore St.—Phila., Pa.

Apex Garage—212 N. Juniper St.—Phila., Pa.

Tom's Service—Griscom & Orthodox—Phila., Pa.

Randy's S S—Unity & Wingohocking—Phila., Pa.

John & George Atlantic—2658 Frankford Ave.—Phila., Pa.

- Len's Auto Service—9337 Torresdale Ave.—Phila., Pa.
- Carl Dolerte—2330 Frankford—Phila., Pa.
- P. Karpouski—2835 Tulip St.—Phila., Pa.
- W. Becker—1201 Cottman St.—Phila., Pa.
- R. Glanzman—2nd & Diamond—Phila., Pa.
- R. Foehl—2235 N. 10th St.—Phila., Pa.
- Jon's S S—975 Frankford Ave—Phila., Pa.
- A. Parone—6th & Sedgley—Phila., Pa.
- George Salomskas—3401 Richmond St.—Phila., Pa.
- Pat's Service Station—1201 Bridge St.—Phila., Pa.
- Harry Straub—62nd & Lancaster Ave—Phila., Pa.
- John W Marsh—21st & Ridge Ave—Phila., Pa.
- Ed Jones—23rd & South Sts.—Phila., Pa.
- Paul J. Rafferty—39th & Woodland Ave—Phila., Pa.
- M G Smith—Easton & Bradfield Roads, Roslyn, Pa.
- J. P. Lee—52nd & Woodland—Phila., Pa.
- E S Sprague—Chester & Fairview—Swarthmore, Pa.
- T. Riter—Garrett & Huntley Rds—Upper Darby, Pa.
- D. J. Fowler—Hampden & Marshall Rds.—Upper Darby, Pa.
- W B Clark—Gay & Adams Sts.—West Chester, Pa.
- D. W. White—Easton & Jenkintown—Glenside, Pa.
- S. Dugross—Main & Ridge Aves.—Phila., Pa.
- G. Hinds—Durham & Hulmeville Rds.—Newportsville, Pa.
- Pinkerton's—Erie & "D" Streets—Phila., Pa.
- E. T. Bartleson—Euclid & Tanner Sts.—Haddonfield, N. J.
- 2616 M. Stow—Kings Highway & Linden—Haddonfield, N. J.
- M. Kozakewich, Jr.—S. 3rd Ave—Merchantville, N. J.
- Sharon Hill Garage—Hook Rd & Chester Pike—Sharon Hill, Pa.
- Dan's Service—Germantown Ave & Plymouth—Morristown, Pa.
- John Rice—Kedson & Waverly—Morton, Pa.

Don Keyser—Pennel & Lenni Rds—Lima, Pa.
 Doherty's Service—Baltimore Pike—Lima, Pa.
 H Konkle—Marshall & Wycombe—Lansdowne, Pa.
 J W Stevens—108 S. Keswick Ave—Glenside, Pa.
 J Stowe—Woodland & Primus Ave—Folcroft, Pa.
 Wm Ward—Bethlehem Pike & Valley Green Rd.—Flour-
 town, Pa.
 Stanley Budney—Bristol Pike & Park Ave—Eddington, Pa.
 J. Snively—Baltimore Pike—E. Lansdown, Pa.
 Young & Wilson—112 N. 63rd St.—Phila., Pa.
 James Wasser—4331 Roosevelt Blvd—Phila., Pa.
 H. Humphries—Roosevelt Blvd—Phila., Pa.
 M. Phillips—Bustleton Ave. & Philmont Rd—Phila., Pa.
 Edgar Lincoln—Cove Rd & Westfield—Pennsauken, N. J.
 Paul H Schlatter—Rte 25 & Hilton Rd.—Pennsauken, N. J.
 George Seward—Maple & Chapel Ave.—Merchantville,
 N. J.
 Zimmerman's Auto Repair—847 E. Luzione St.—Phila.,
 Pa.

2617

Refusals Hartford

Gaynor-Taylor Inc—1345 Barnum Ave.—Stratford, Conn.
 Frank's Sales—47 Railroad Ave.—South Norwalk, Conn.
 Duke's Service—163 West St.—Seymour, Conn.
 Jennings Atlantic—12 North St.—Danbury, Conn.
 T. Mancini—Putnam Pike Rd.—Bethel, Conn.
 Lines' Atlantic—New London & Pike & School—Glaston-
 bury, Conn.

Other Types of Refusals

Cove Road S S—314 Cove Rd.—Stamford, Conn (Now a
 Calso Sta.)
 Jack's S S—26 Richmond Hill Ave.—Stamford, Conn. (Not
 Goodyear)
 C Nelson—RFD #2—River Rd.—Seymour, Conn. (Not
 Goodyear)

- Fountain Garage—240 Putnam St.—New Haven, Conn.
(Not Goodyear)
- Junction Filling Sta.—Congress & Davenport—New Haven,
Conn. (Not Goodyear)
- Morrin's Auto Parts — Bridgeport Ave. — Milford Conn.
(Not Goodyear)
- Sherman's Service Center—1250 Kossuth St.—Bridgeport,
Conn. (Not Goodyear)
- Whitie's S S—129 Pine St.—Forestville, Conn. (Sells Lee)
- J. Nathan—Mill Plain Rd.—Danbury, Conn. (Not operat-
ing)
- G. Haddy—Hayestown Rd.—Danbury, Conn. (Not operat-
ing)
- G Gross—564 Delwell Ave.—New Haven, Conn.—Refused
- W. Bureau—Main St. Hampden, Mass.—Refused
- Barlow Motors, Ward St. Rockville, Conn.—Refused
- Padelford's Atl. Serv.—428 E. Main St.—Torrington, Conn.
- Tac's Serv. Sta.—878 Dirivell Ave, Hampden, Conn.—Calso
Station
- N. Beaudsy—Main & Noble St., Springfield, Mass., Does
not want valances
- 2618 Roberts. Service—No. Sommers, Ct.
- Vernon's Service—Vernon Center, Conn.
- W. Grosseboom—67 E. Main & Neal Court—Plainville,
Conn.
- Carpenter's Auto—590 Noble Ave—Bridgeport, Conn.
- Crain's Service—177 Post Road—Darien, Conn.
- H. Pozzuoli—Campwell & Brown—West Haven, Conn.
- F. H. Stolle—Main & Mill—Broodbrook, Conn.
- Ed's Service—North Road—Broadbrook, Conn.
- Midway Garage—1123 Main St.—S. Glastonbury, Conn.
- Sceery's S S—47 Main St.—Winsted, Conn.
- E. Warner—Boston Rd & Parker St.—Springfield, Mass.
- Post & Facey—282 Locust St. Springfield, Mass.
- Mayo Bros—250 Belmont Ave—Springfield, Mass.

Florence Motors—Depot St.—Florence, Mass.

M. J. Griffin, 65-69 Memorial Ave.—W. Springfield, Mass.

Petsch Bros.—Post Rd.—Warehouse Point, Conn.

Gregel Bros.—1429 Palsido Ave.—Windsor, Conn.

Litchfield Fuel Co.—Russell St.—Litchfield, Conn.

Geo. L. Parker—Boston Post Rd.—Old Saybrook, Conn.

2619

Refusal Boston

Edwards Motors—Wilbur & Macomber Sts.—Swansea, Mass.

Suspiro Bros—Rte #6 & Brayton—Somerset, Mass.

Kane's Atlantic—837 Allens & Carolina Ave.—Providence, R. I.

Trinity Battery—Broad & Somerset—Providence, R. I.

Janelle Bros—N. Westport, Mass.

Falmouth Auto Sales—Main St.—Falmouth, Mass.

Hunting Motors—850 Main St.—Falmouth, Mass.

A. Dias—Stafford Rd. & Pelham St.—Fall River, Mass.

W. Tower—Putnam Pike—Chepocket, R. I.

Plymouth County Motors—Church & Montello St.—Brockton, Mass.

St. Angelo Motors—244 County Rd.—Barrington, R. I.

A. Lenechal—49 E. Elm St.—Amesbury, Mass.

Other types of Refusals

Mills Radiator Service—585 Park Ave.—Worcester, Mass.

(Does not sell gas or acces.)

A. Jussourne—Quaker Lane & Centerville Rd.—Warwick, R. I. (Non-Goodyear)

W. Stedman—Main St.—Wakefield, R. I. (Non-Goodyear)

Veterans Service—990 Eddy & Reeder Sts.—Providence, R. I. (Non-Goodyear)

Viti Bros.—Croom St.—Providence, R. I. (Atlantic Oil Dlr only)

M. Esposito—Home & Chalkstone Ave.—Providence, R. I. (Mobile Dealer)

J. Vitali—210 High St.—Peacedale, R. I. (Non-Goodyear)
W. Dumas—281 Pulaski Blvd.—So. Bellingham, Mass. (Out
of business)

2620 Valance Structure Difficulties Boston

Triple Elm Station—Rte #138—West Kingston, R. I.
Ernest Waite—Russell Mills—S. Dartmouth, Mass.
H. Hamlin—Sandwich, Mass.
S. Ferrara—700 Douglas Ave.—Providence, R. I.
A. Caraccia—392 Broadway—Providence, R. I.
Sully Anton—Dean-Balbo-W. Exchange—Providence, R. I.
E. Licciardi—144 Laurel Hill Ave.—Providence, R. I.
Glenbridge Filling Sta.—Glenbridge & Manton Ave.—
Providence, R. I.
Tom's Atlantic Sta.—Dean & Carpenter Sts.—Providence,
R. I.
J. Pate—536 Branch Ave.—Providence, R. I.
C. Marianetti—470 Valley St.—Providence, R. I.
A. E. Grenier—Highland & Pleasant Sts.—Phenix, R. I.
J. Walsh—Main St.—Osterville, Mass.
J. MacCowan—East Main St.—Northboro, Mass.
Old State House Filling Station—Spring & Mills—New-
port, R. I.
A. Bibbins—484 Broadway—Methuen, Mass.
C. Greenwood—Cape Road—Mallapoisett, Mass.
A. Snell—573 Walnut St.—W. Lynn, Mass.
N. Lapuppo—Nunzio Auto Serv.—21 Orchard St.—Law-
rence, Mass.
Louis P. Ouellette—Eastern & Downing Sts.—Fall River,
Mass.
R and T SS—977 Washington St.—E. Weymouth, Mass.
E. Whitney—Main St.—Barnstable, Mass.
Baker Chevrolet—33 Washington St.—Taunton, Mass.

2621

Refusals Syracuse

Hoag, Stanley—Genesee & Burdick—Fayetteville, N. Y.

Oscar Parrish—Main & Badger Sts.—Endicott, N. Y.

Frank Funk—75 N. Main St.—Cortland, N. Y.

F. H. Buongiorne—Chenango & Bromley Ave.—Binghamton, N. Y.

Other Refusals

Ken Alt—Rte US 11—Mattydale (Imp. to Adv.)

Atlantic SS—189 Madison Ave.—Oneida, N. Y. (Imp. to Adv.)

L. J. Glass—Rte US 11—Adam Center, N. Y. (Imp. to Adv.)

Ray Cochran—Rte 96 & Mill St.—Condor, N. Y. (Going out of bus.)

B. B. Johnson—Rte 17—Chester, N. Y. (Out of bus.)

2622 Valance Structure Difficulties Syracuse

Hugh Killam—Sandy Creek, N. Y.

Battle-Anthony—Court St. Ext.—E. Syracuse, N. Y.

J. A. Massey—Wellesley Island—Alexandria Bay, N. Y.

F. Churchill—Rte 9W—Marlboro, N. Y.

John Cawlin—Rte 208—Burnside, N. Y.

Ira H. Hosmer—Adams, N. Y.

2623 Valance Structure Difficulties Newark

Lally's—8th & Central—Ships Bottom, N. J.

Kardos Bros.—Hawk & New Brunswick—Phillipsburg, N. J.

Rufus Cramer—Route S-40—Manahawken, N. J.

Joe's SS—Main & Union St.—Lodi, N. J.

Ray's Auto Service—339 South Ave.—Fanwood, N. J.

Arthur Kenney—North Park & Springdale Ave.—E. Orange, N. J.

A. & V. Apicella—Route 22—Clinton, N. J.

R. Wright—Main & Bond Sts.—Chatham, N. J.

F. Gennell—Belleville & Union Ave.—Belleville, N. J.

Franklin Clark—Route 21—Stewartsville, N. J.

Lewis Richards—21 Vandemar Ave.—Somerville, N. J.

Melvin Perrine—123-39 E. Fifth—Plainfield, N. J.

Lincoln Garden Garage—298 Jersey Ave.—New Brunswick,
N. J.

Mrs. Clarence Fox—Frenchtown Rd.—Milford, N. J.

John Gelger—Campbell Jct.—Belford, N. J.

Robert Voorhees—Main St.—Holmdel, N. J.

Paul Mercante, 318 Sip Ave.—Jersey City, N. J.

2958

Commission Exhibit No. 168.

2624

COMMISSION EXHIBIT NO. 168.

October 17, 1951

TBA WCH

Goodyear Program
Atlantic Station Identification

Mr. L. K. Maisel
Syracuse, N. Y.

Dear Sir:

We are listing below Atlantic accounts in Goodyear's Albany district who refused to permit their sign crew to identify the stations with Goodyear signs and decals, for your appropriate action:

Comments by Identification
Field Representative

William Wilde
Fort Johnson, N. Y.

Does not want Goodyear identification—dud.

Burks Garage
Albany, N. Y.

Going Esso

Stalders Service
Station

Dud

Scotia, N. Y.

E. R. Dickinson
Hudson Falls, N. Y.

After identifying several, of Mr. Dickinson's stations, I find that he is not sure he is going Goodyear. He is trying to play both ends against the middle between Lee and Goodyear.

Very truly yours,

W. C. Hoffman

RI-~~100~~

2626

COMMISSION EXHIBIT NO. 169.

October 17, 1951

TBA WCH

Goodyear Program

Atlantic Station Identification

Mr. M. G. Davis

Att: Mr. T. L. Walsh
Providence, R. I.

Dear Sir:

Goodyear has reported that the Stevens Motors, Lebanon, Vt. had refused to permit their sign crew to identify the station with Goodyear signs and decals.

We are passing this information along for your appropriate action.

Very truly yours,

W. C. Hoffman

RI

2960

Commission Exhibit No. 170A.

2628

COMMISSION EXHIBIT NO. 170A.

October 24, 1951

TBA WCH

Goodyear Program
Atlantic Station Identification

Mr. W. J. Jackson
Room 1218

Dear Sir:

Attached is a report from Goodyear of Atlantic stations in the Philadelphia, South Jersey and Newark Districts to which they were unable to erect Goodyear signs either because dealers refused identification, or the stations could not be identified due to structural reasons.

We are passing this information along for your appropriate action.

Very truly yours,

W. C. Hoffman

H

Attachment

2630 COMMISSION'S EXHIBIT NO. 170B-F.

Refusal Philadelphia

Akron Service Station—Akron and Pratt St.—Philadelphia, Pa.

Ben's Auto Repair—I and Atlantic St.—Philadelphia, Pa.

W. J. O'Driscoll—Crystal and Tioga—Philadelphia, Pa.

Guy Haden Motors—912 North Broad St.—Philadelphia, Pa.

Hallatt—Harding Highway—Mays Landing, N. J.

Callahan Motors—Clifton—Collingdale, Pa.

M and H Motors—Lancaster Pike—Ardmore, Pa.

W. Bean—Main and Forrest Sts.—Jeffersonville, Pa.

W. E. Mager—Main and Trenton Ave.—Hulmeville, Pa.

A. K. Margerum—Route #13—Edgely, Pa.

Johnson Service Station—State Rd. and Cedar Ave.—Croyden, Pa.

Sheer's Super Service—2095 North 63rd St.—Philadelphia, Pa.

Wynnefield Service—54th and Montgomery Ave.—Philadelphia, Pa.

Sentman Motors—56th and Chestnut Sts.—Philadelphia, Pa.

M. Craig—Rising Sun and Lardner—Philadelphia, Pa.

Frankford Sales—4800 Frankford Ave.—Philadelphia, Pa.

Segal and Son—21st and Fitzwater—Philadelphia, Pa.

Sylvania Auto—1946 McKean St.—Philadelphia, Pa.

Quaker City Garage—929 Lace St.—Philadelphia, Pa.

Rubin Brothers—Oxford Pk. and Foulkrod—Philadelphia, Pa.

Marianni Auto Service—Tulip and Ontario—Philadelphia, Pa.

Thomas Campion—Old York Rd. and Washington Lane—Jenkintown, Pa.

Thomas Campion—481 York Road—Jenkintown, Pa.
 Abrain Van Brunt—Burmout Road and Woodland Ave.—
 Drexel Hill, Pa.
 Neil O'Brien—North Lane and Fayette St.—Conshocken,
 Pa.
 W. C. Matlack—Hessian and Red Bank—Thorofare, N. J.
 Fred Regal—Black Horse Pike—W. Collingswood, N. J.
 Wallace Brothers—9th Street—Ocean City, N. J.
 Charles and Leary—Lancaster Pike—Wayne, Pa.
 A. Caccia—1206 Lancaster Ave.—Rosemont, Pa.
 Leedon's Service Station—Street Road and 2nd St.—South-
 hampton, Pa.
 James Moore—Baltimore and South Ave.—Media, Pa.
 J. Turney—Burmout and Jones—Drexel Hill, Pa.
 Parkes and Dawn—Westchester Pike—Broomall, Pa.
 Brookline Service Station—Darby Road and Brookline
 Blvd. —Brookline, Pa.
 H and G Service—Lancaster Pike—Berwyn, Pa.

Other Types of Refusals.

S. DePasquale—Marlton Pike and Delaware—South—Mer-
 chantville, N. J. (Not going Goodyear)
 E. Shank—McDede Blvd. and Ridley—Folsom, Pa. (Non
 Goodyear)
 Chappies—Garrett and Wembley—Upper Darby, Pa. (Non
 Goodyear)
 P. Burwell—1919 North 21st Street—Philadelphia, Pa. (Not
 handling tires or batt.)
 Bede's Service—Randolph and Oregon—Philadelphia, Pa.
 (Lee Distributor)
 Marcus Hook—10th and Green—Marcus Hook, Pa. (Not
 handling line)
 Green's—214 East 5th Street—Chester, Pa. (Has not
 signed)
 W. White—2142 Darby Road—Oakmont, Pa. (Not handling
 line)

- 2632 F. E. Somers—2nd and Vine Streets—Milville, N. J.
(Seiberling Distributor)
H. Mohr—State and Whitehead Sts.—Trenton, N. J. (Good-
rich Dealer)
Jas. Woodbury—O'Donnell Lane—Palmyra, N. J. (Impl. to
Adv.)
J. Harrington—Route #23—Valley Forge, Pa. (Impl. to
Adv.)
G. I. Service—Maple Glen—Maple Glen, Pa. (Impl. to Adv.)
Ed. McLaughlin—Cobbinville and Allentown Rd.—Allen-
town, N. J. (Out of business)
J. K. Wilson—69th and Buist Ave.—Philadelphia, Pa. (Out
of business)

Valance Structural Difficulties

- Wm. Long—White Horse Pike and Taylor—Audubon, N. J.
Frank Monzo—Hafville and County House Rd.—Black-
wood Terrace, N. J.
F. G. Santacapeto—Haddon and Atlantic—Camden, N. J.
Harry Jones—Crescent Blvd. and Park—Collingswood,
N. J.
J. V. Neale—221 S. Black Horse Pike—Mt. Epariam, N. J.
Mrs. E. Hubschmidt—Route #46—Mullica Hill, N. J.
Harry Richie—18 Front Street—Salem, N. J.
Ed Taylor—Sweedsboro, N. J.
James A. Gould—Salem Road—Mt. Royal, N. J.
Thomas Lattiere—Route #40—Medford, N. J.
F. Pervi—517 Shore Road—Northfield, N. J.
R. H. Vassallo—Malaga, N. J.
Russell King—High and Oak—Millville, N. J.
Paul Van S. Choick—3rd and Landis—Vineland, N. J.
J. W. Suiter—Main Street—Pennsville, N. J.
C. G. Smith—Grant and Market—Salem, N. J.
W. F. Pearson—Elmer, N. J.
A. Link—Broad and Atlantic—Bridgeton, N. J.

- James Glass—Pacific and Colorado—Longport, N. J.
J. A. Miller—Haddon and Atlantic Blvd.—Atlantic City,
N. J.
J. Ruane—Verona and Lyons Court—Pleasantville, N. J.
Joseph Groner—Superhighway and Highland—Parkland,
N. J.
Harvey Furness—150 South Main St.—Yardley, Pa.
L. C. Finney—Buck Road—Holland, Pa.
J. Barton—Pond Street—Bristol, Pa.
W. H. Stearn—Bristol Pike—Andalusia, Pa.
A. Raupp—Lincoln Highway—Penn del, Pa.
A. Tate—1402 North 51st Street—Philadelphia, Pa.
S. Berman—29th and Somerset—Philadelphia, Pa.
Wilmer Cassel—Hunting Park and Pacific—Philadelphia,
Pa.
Gerald Dougherty—33rd and York Street—Philadelphia,
Pa.
Dave Furman—Midvale and River Drive—Philadelphia,
Pa.
Dave Hamilton—9th and Venango—Philadelphia, Pa.
Uncle Sam's Motors—York Road and Rising Sun Ave.—
Philadelphia, Pa.
Dakota Garage—246 South 59th Street—Philadelphia,
Pa.
2634 J. Sullivan—6101 Ridge Ave—Philadelphia, Pa.
George Stevenson—Beechwood Street and Wyncote
—Philadelphia, Pa.
O'Connell Motors—6715 Ridge Ave—Philadelphia, Pa.
H. E. Neger—200 W. Rosemar Street—Philadelphia, Pa.
Eppy's—8th and Wyoming—Philadelphia, Pa.
—'s Service Station—Thompson and Westmoreland—
Philadelphia, Pa.
Juanita Service—Erie Ave and Bennington St.—Philadel-
phia, Pa.
Walsh Auto—999 Anchor Street—Philadelphia, Pa.

- R. Spiegelman—Boudinot and Ruscomb St.—Philadelphia, Pa.
- Wm. Ruckrein—Front and Wingohocking St.—Philadelphia, Pa.
- R. B. Lloyd—Kensington and Sedgley—Philadelphia, Pa.
- Frank Braidfield—Frankford and Tyson—Philadelphia, Pa.
- Atlantic Auto—12th and Porter—Philadelphia, Pa.
- Rip's Service—Delaware and Beach—Philadelphia, Pa.
- E. O'Brien—2nd and Huntington—Philadelphia, Pa.
- Ray Duster—5317 Warren St.—Philadelphia, Pa.
- J. Drager—68th and Woodland—Philadelphia, Pa.
- V. C. Ascenz—49th and Lancaster—Philadelphia, Pa.
- Harry Cooker—3842 Lancaster Ave.—Philadelphia, Pa.
- Howard Miller—3321 Frankford—Philadelphia, Pa.
- John Keglee—Front and Moore—Philadelphia, Pa.
- J. and H. Auto—132 North 3rd St.—Philadelphia, Pa.
- Frank's Service—22nd and Ritner—Philadelphia, Pa.
- John Calhoun—2525 Moore St.—Philadelphia, Pa.
- Apex Garage—212 North Juniper St.—Philadelphia, Pa.
- Tom's Service—Griscom and Orthodox—Philadelphia, Pa.
- Randy's Service Station—Unity and Wingohocking—Philadelphia, Pa.
- John and George Atlantic—2658 Frankford Ave.—Philadelphia, Pa.
- Lew's Auto Service—9337 Torresdale Ave.—Philadelphia, Pa.
- Carl Dolente—2330 Frankford—Philadelphia, Pa.
- P. Karpouski—2835 Tulip St.—Philadelphia, Pa.
- W. Becher—1201 Cottman St.—Philadelphia, Pa.
- R. Glanzmann—2nd and Diamond—Philadelphia, Pa.
- R. Foehl—2235 North 10th Street—Philadelphia, Pa.
- Jon's Service Station—975 Frankford Ave.—Philadelphia, Pa.
- A. Parone—6th and Sedgley—Philadelphia, Pa.

George Salomskas—3401 Richmond St.—Philadelphia, Pa.
Pat's Service Station—1201 Bridge St.—Philadelphia, Pa.
Harry Straub—62nd and Lancaster Ave.—Philadelphia,
Pa.

John W. Marsh—21st and Ridge Ave.—Philadelphia, Pa.
Ed Jones—23rd and South Sts.—Philadelphia, Pa.
Paul J. Rafferty—39th and Woodland Ave.—Philadelphia,
Pa.

M. G. Smith—Easton and Bradfield Roads—Roslyn, Pa.
J. P. Lee—52nd and Woodland—Philadelphia, Pa.
E. S. Sprague—Chester and Fairview—Swarthmore, Pa.
T. Riter—Garrett and Huntley Roads—Upper Darby, Pa.
— — Fowler—Hampden and Marshall Roads—Upper
Darby, Pa.

W. B. Clark—Gay and Adams Sts.—West Chester, Pa.
D. W. White—Easton and Jenkintown—Glenside Pa.
S. Dugross—Main and Ridge Aves.—Philadelphia, Pa.
G. Hinds—Durham and Hulmeville Rds.—Newportsville,
Pa.

Pinkerton's—Eric and "D" Streets—Philadelphia,
Pa.

2636 E. T. Bartelson—Euclid and Tanner Sts.—Haddon-
field, N. J.

M. Stow—Kings Highway and Linden—Haddonfield, N. J.
M. Kozakewich, Jr.—South 3rd Ave.—Merchantville, N. J.
Sharon Hill Garage—Hook Rds. and Chester Pike—Sharon
Hill, Pa.

Dan's Service—Germantown Ave. and Plymouth—Norris-
town, Pa.

John Rice—Kedron and Waverly—Morton, Pa.
Don Keyser—Pennel and Lenni Rds—Lima, Pa.
Doherty's Service—Baltimore Pike—Lima, Pa.

H. Konkle—Marshall and Wycombe—Lansdowne, Pa.
J. W. Stevens—108 South Keswick Ave.—Glenside, Pa.
J. Stowe—Woodland and Primus Ave.—Folcroft, Pa.

- Wm. Ward—Bethlehem Pike and Valley Green Rd.—Flourtown, Pa.
- Stanley Budney—Bristol Pike and Park Ave.—Eddington, Pa.
- J. Snively—Baltimore Pike—E. Lansdowne, Pa.
- Young and Wilson—112 North 63rd St.—Philadelphia, Pa.
- James Wasser—4331 Roosevelt Blvd.—Philadelphia, Pa.
- H. Humphries—Roosevelt Blvd.—Philadelphia, Pa.
- M. Phillips—Bustleton Ave. and Philmont Rd.—Philadelphia, Pa.
- Edgar Lincoln—Cove Road and Westfield—Pennsauken, N. J.
- Paul H. Schlatter—Route #25 and Hilton Road—Pennsauken, N. J.
- George Seward—Maple and Chapel Ave.—Merchantville, N. J.
- Zimmerman's Auto Repair—847 East Luzerne St.—Philadelphia, Pa.
- 2638 Valance Structure Difficulties Newark.
- Lally's—8th and Central—Shipsbottom, N. J.
- Kardos Brothers—Hawk and New Brunswick—Phillipsburg, N. J.
- Rufus Cramer—Route #S-40—Manhawken, N. J.
- 's Service Station—Main and Union St.—Lodi, N. J.
- Ray's Auto Service—339 South Ave.—Fanwood, N. J.
- Arthur Kenney—North Park and Springdale Ave.—East Orange, N. J.
- A. and V. Apicella—Route #22—Clinton, N. J.
- R. Wright—Main and Bond Sts.—Chatham, N. J.
- F. Gennell—Belleville and Union Ave.—Belleville, N. J.
- Franklin Clark—Route # 24—Stewartsville, N. J.
- Lewis Richards—21 Vandever Ave.—Somerville, N. J.
- Melvin Perrine—122 39 East Fifth—Plainfield, N. J.
- Lincoln Garden Garage—298 Jersey Ave.—New Brunswick, N. J.

2968

Commission Exhibit No. 171A.

Mrs. Clarence Fox—Frenchtown Road—Milford, N. J.

John Gelger—Campbell Junction—Belford, N. J.

Robert Voohees—Main Street—Holmdel, N. J.

Paul Mercante—318 Sip Ave.—Jersey City, N. J.

2640

COMMISSION EXHIBIT NO. 171A.

October 24, 1951

TBA WCH

Goodyear Program

Atlantic Station Identification

Mr. M. G. Davis
Providence, R. I.

Attention: Mr. T. L. Walsh

Dear Sir:

Attached is a report from Goodyear of Atlantic stations in the Hartford and Boston Districts to which they were unable to erect Goodyear signs either because dealers refused identification, or the stations could not be identified due to structural reasons.

We are passing this information along for your appropriate action.

Very truly yours,

W. C. Hoffman.

H

Attachment

2642 COMMISSION EXHIBIT NO. 171B-D.

Refusals . Hartford.

Gayner—Taylor Inc.—1345 Bamum Ave.—Stratford, Conn.
Frank's Sales—47 Railroad Ave.—South Norwalk, Conn.
Duke's Service—163 West Street—Seymour, Conn.
(Illegible) Atlantic—12 North Street—Danbury, Conn.
(Illegible) Mancini—Putnam Pike Road—Bethel, Conn.
Lines' Atlantic—New London Turnpike and School—Glas-
tonbury, Conn.

Other Types of Refusals.

Cove Road Service Station—314 Cove Road—Stamford,
Conn. (Now a Calso Station)
Jack's Service Station—26 Richmond Hill Ave.—Stamford,
Conn. (Not Goodyear)
C. Nelson—RFD #2 River Road—Seymour, Conn. (Not
Goodyear)
Fountain Garage—240 Putnam Street—New Haven, Conn.
(Not Goodyear)
Junction Filling Station—Congress and Davenport—New
Haven, Conn. (Not Goodyear)
Morrius' Auto Parts—Bridgeport Ave.—Milford, Conn.
(Not Goodyear)
Sherman's Servicenter—1250 Kossuth Street—Bridgeport,
Conn. (Not Goodyear)
Whitie's Service Station—129 Pine Street—Forestville,
Conn. (Sells Lee)
J. Nathan—Mill Plain Road—Danbury, Conn. (Not Oper-
ating)
G. Haddy—Hayestown Road—Danbury, Conn. (Not Oper-
ating)
G. Gross—564 Dexwell Ave.—New Haven, Conn. (Refused)
W. Bureau—Main Street—Hampden, Mass. (Refused).

Barlow Motors—Ward Street—Rockville, Conn. (Refused)
Padelford's Atlantic Service—428 East Main Street—Torrington, Conn. (Refused)
Tac's Service Station—878 Driwell Ave.—Hampden, Conn.
(Calso Station)
N. Beaudry—Main and Noble Street—Springfield, Mass.
(Does not want valances)

2644 Valance Structure Difficulties Hartford.

Roberts Service—North Sommers, Conn.
Vernon's Service—Veron Center, Conn.
W. Grosseboom—67 East Main and Neal Court—Plainville, Conn.
Carpenter's Auto—590 Noble Ave.—Bridgeport, Conn.
(Illegible) Service—177 Post Road—Darien, Conn.
(Illegible) Pozzuoli—Campwell and Brown—West Haven, Conn.
F. H. Stolle—Main and Mill—Broadbrook, Conn.
Ed's Service—North Road—Broadbrook, Conn.
Midway Garage—1123 Main Street—S. Glastonbury, Conn.
Scelry's Service Station—47 Main Street—Winsted, Conn.
E. Warner—Boston Road and Parker Street—Springfield, Mass.
Post and Facey—282 Locust Street—Springfield, Mass.
Mayo Brothers—252 Belmont Ave.—Springfield, Mass.
Florence Motors—Depot Street—Florence, Mass.
M. J. Griffin—65-69 Memorial Ave.—W. Springfield, Mass.
Petsch Brothers—Post Road—Warehouse Point, Conn.
Gregel Brothers—1429 Palsido Ave.—Windsor, Conn.
Litchfield Fuel Co.—Russel Street—Litchfield, Conn.
George L. Parker—Boston Post Road—Old Saybrook, Conn.

Refusal Boston.

Edwards Motors—Wilbur and Macomber Sts.—Swansea, Mass.

Suspiro Brothers—Route #6 and Brayton—Somerset, Mass.

Kane's Atlantic—837 Allens and Carolina Ave.—Providence, R. I.

Trinity Battery—Broad and Somerset—Providence, R. I.

Janelle Brothers—North Westport—North Westport, Mass.

Falmouth Auto Sales—Main Street—Falmouth, Mass.

Hunting Motors—850 Main Street—Falmouth, Mass.

A. Dias—Stafford Road and Pelham Street—Fall River, Mass.

W. Tower—Putnam Pike—Chepachet, R. I.

Plymouth County Motors—Church and Montello St.—Brockton, Mass.

St. Angelo Motors—244 County Road—Barrington, R. I.

A. Lenechal—49 Elm Street—Amesbury, Mass.

Other Types of Refusals

Mills Radiator Service—585 Park Ave.—Worcester, Mass.
(Does not sell gas or acces.)

A. Jussourne—Quaker Lane and Centerville Rd.—Warwick, R. I. (Non Goodyear)

(Illegible)—Main Street—Wakefield, R. I. (Non Goodyear)

Veterans Service—990 Eddy and Reeder Sts.—Providence, R. I. (Non Goodyear)

Viti Brothers—Croom Street—Providence, R. I. (Atlantic Oil Dealer only)

2646 M. Esposito—Home and Chalkstone Ave.—Providence, R. I. (Mobile Dealer)

J. Vitali—210 High Street—Peacedale, R. I. (Non Goodyear)

W. Dumas—281 Pulaski Blvd.—South Bellingham, Mass.
(Out of business)

Valance Structure Difficulties

- Triple Elm Station—Route #138—West Kingston, R. I.
Ernest Waite—Russel Mills—S. Dartmouth, Mass.
H. Hamlin—Sandwich, Mass.
S. Ferrara—700 Douglas Ave.—Providence, R. I.
A. Caraccia—392 Broadway—Providence, R. I.
Sully Anton—Dean-Balbo-W. Exchange—Providence, R. I.
R. I.
E. Licciardi—144 Laurel Hill Ave.—Providence, R. I.
Glenbridge Filling Station—Glenbridge and Manton Ave.
—Providence, R. I.
Tom's Atlantic Station—Dean and Carpenter Streets—
Providence, R. I.
J. Pate—536 Branch Ave.—Providence, R. I.
C. Marianetti—470 Valley Street—Providence, R. I.
A. E. Grenier—Highland and Pleasant Streets—Phenix,
R. I.
J. Walsh—Main Street—Osterville, Mass.
J. MacCowan—East Main Street—Northboro, Mass.
Old State House Filling Station—Spring and Mills Roads
—Newport, R. I.
A. Bibbins—484 Broadway—Methven, Mass.
C. Greenwood—Cape Road—Mattapoisett, Mass.
A. Snell—573 Walnut Street—W. Lynn, Mass.
N. Lapuppo-Nunzio Auto Service—21 Orchard Street—
Lawrence, Mass.
Louis P. Oullette—Easter and Downing Streets—Fall
River, Mass.
R and T Service Station—977 Washington Street—E. Wey-
mouth, Mass.
E. Whitney—Main Street—Barnstable, Mass.
Baker Chevrolet—33 Washington Street—Taunton, Mass.

2648

COMMISSION EXHIBIT NO. 172A.

October 24, 1951

TBA WCH

Goodyear Program

Atlantic Station Identification

Mr. L. K. Maisel
Syracuse, N. Y.

Dear Sir:

Attached is a report from Goodyear of Atlantic stations in the Syracuse and Buffalo Districts to which they were unable to erect Goodyear signs either because dealers refused identification, or the stations could not be identified due to structural reasons.

We are passing this information along for your appropriate action.

Very truly yours,

W. C. Hoffman.

H

Attachment

2650 COMMISSION EXHIBIT NO. 172B.

Refusals. Syracuse.

Hoag, Stanley—Genesee and Burdick—Fayetteville, N. Y.
Illegible Parrish—Main and Badger Streets—Endicott,
N. Y.
Frank Funk—75 North Main Street—Cortland, N. Y.
F. H. Buongiorne—Chenango and Bromley Ave—Bingham-
ton, N. Y.

Other Types of Refusals.

Atlantic Service Station—189 Madison Ave—Oneida, N. Y.
(Impl to Adv.)
L. J. Glass—Route U. S. #11—Adam Center, N. Y. (Impl.
to Adv.)
Ray Cochran—Route # 96 and Mill Street—Condor, N. Y.
(Going out of business)
B. B. Johnson—Route # 17—Chester, N. Y. (Out of busi-
ness)
Ken Alt—Route U. S. #11—Mattydale, N. Y. (Impl. to
Adv.)

Valance Structure Difficulties.

Hugh Killam—Sandy Creek, N. Y.
Battle-Anthony—Court Street Extension—East Syracuse,
N. Y.
J. A. Massey—Wellesley Island—Alexandria Bay, N. Y.
F. Churchill—Route # 9 West—Marlboro, N. Y.
John Cawein—Route # 208—Burnside, N. Y.
Ira H. Hosmer—Adams, N. Y.

2652

COMMISSION EXHIBIT NO. 173.

July 17, 1951

TBA WCH

Goodyear Program
Progress Report

Messrs. M. G. Davis

Atten: T. L. Walsh—Providence, R. I.
L. K. Maisel—Syracuse, N. Y.

Dear Sir:

With further reference to T.B.A. Bulletin # 17 of June 1st the information that we now need is the number of Dealers by Atlantic District that were turned over to Goodyear at the inception of the Program for 1209 approval.

Very truly yours,
W. C. Hoffman

P

2654

COMMISSION EXHIBIT NO. 173A.

Goodyear T.B.A. Bulletin # 17

June 1, 1951

Messrs. J. O. Estlow

H. W. Jollie

G. V. Ostrander

Atlantic Marketing Program

T.B.A.

Fair Trade Agreements. The Wall Street Journal for May 22 contained the following article.

"The Supreme Court ruled yesterday in a 6 to 3 decision, that retailers who do not sign 'Fair Trade' agreements may ignore manufacturers' suggested retail prices. The decision jeopardized enforcement of

'fair trade' laws in 45 states because it invalidates the non-signer clause which provides that the signature of one retailer to a minimum price agreement makes all other retailers in the state subject to the agreement. Fair Trade laws written without a non-signer clause have proved ineffective.

Yesterday's decision was concerned with a New Orleans supermarket which refused to follow minimum prices set by two national distillers. The distillers based their action on the Miller-Tydings Act, which exempts businesses from anti-trust prosecutions in states permitting resale price maintenance, and which they said was intended to permit the use of non-signer clauses.

The Supreme Court ruled that since the Miller-Tydings Act does not mention the non-signer clause, it could not assume such a provision was meant to be allowed. The Court said, 'Certainly the words used connote a voluntary scheme. Contracts or agreements convey the idea of a cooperative arrangement, not a program whereby recalcitrants are dragged in by the heels and compelled to submit to price fixing'. The majority opinion went on to say that the Miller-Tydings Act specifically continues prohibition of the Sherman Act against 'horizontal' price fixing agreements between retailers or between wholesalers or among other competitors at the same level. 'Therefore', said the Court, 'when a state compels retailers to follow a parallel price policy, it demands private conduct which the Sherman Act forbids'.

Fair Trade laws are of particular importance to the liquor and drug industries, but also cover a wide range of products from soap and shortening to consumer durable goods such as vacuum cleaners and electric clocks. The Justice Department and the Federal Trade Commission have always considered Fair Trade laws as running counter to anti-trust and anti-inflation programs."

Fair traded products in the Goodyear line are identified by an asterisk (*) on the Catalog Page.

2655 COMMISSION EXHIBIT NO. 173B-C.

Goodyear T.B.A. Bulletin # 17

June 1, 1951

Goodyear Program

Bulletins. We are attaching an extra copy of this T.B.A. Bulletin, which we suggest be referred to the Goodyear Petroleum Representative in your Region, by your T.B.A. Coordinator.

We also suggest that information be deleted which would be of no interest to him.

Car & Home 1951 Spring and Summer Supplement No. 1 —5/25/51. Copies of Dealer and Distributor 1951 Spring and Summer Supplement No. 1 was mailed to all names on the Car & Home catalog mailing list.

Car & Home Merchandise Price Book Holders should make the necessary changes in the 1951 Spring and Summer Catalog and the Dealer and Distributors Price Lists.

Progress Report. We attach Progress Reports received from Goodyear which represent the results of activities through May 21, 1951 and through May 28, 1951, by Goodyear District.

Will you please arrange to forward to this office the net number of Atlantic Dealers, by Goodyear District, that have been nominated in your Region on the Goodyear G-1209 Form to date. Also, please notify us weekly of any changes that may be made thereafter, so that this report may be kept current.

Sales Promotion. The subscriptions to the Goodyear Small Display Package Service which was sold to dealers at \$1.50, far outdistanced Goodyear's most optimistic expectations. Therefore, the # 1 Package will not be sent to Atlantic Dealers and the prorated cost for the two remaining kits in the small Display Package Service will be only \$1.00.

If additional copies of the # 1 Package were run they would not be available much before the # 2 Package. However, Goodyear will mail miscellaneous point-of-sale promotional material to their Goodyear districts, which can be picked up by Atlantic Salesmen for distribution to their dealers, at no charge, and which can be used until the # 2 Package is available.

Station Equipment. Will you please supply this office, as promptly as possible, a list of service station locations in your Region that you expect to open in the following 90-day period, and also a list of equipment which can be ordered from Goodyear, that will be needed at each location.

Thereafter, it will be necessary to give us this information monthly, since it takes 60 to 90 days to obtain certain equipment from Goodyear for use in new stations that may be opened in your Region.

Tires & Tubes

June Tire Allocation. We have just received notice from Goodyear of the quantities of tires to be assigned to the Goodyear supply points for their distribution to Atlantic-Goodyear outlets during the month of June 1951. The quantity assigned for your Region is _____ Passenger

Car Tires and _____ Truck Tires.

2656 Accessories

AC Oil Filters—5/21/51. A release was made to Price Book Holders in the Goodyear Boston, Hartford, Albany and Syracuse Districts only, except Oil Companies. This release was mailed direct to your T.B.A. Coordinator, by Akron.

The release listed a representative line of AC Oil Filters which has been placed in the Boston Car & Home Ware-

house, primarily for Atlantic Refining Company outlets, and also for other Car & Home accounts.

The AC basic requirements for eligibility as an AC Oil Filter Jobber are the same as those required for AC Spark Plug Jobber eligibility.

In the near future, a representative of the AC Spark Plug Company will call at each Goodyear District Office, for the purpose of investigating prospective AC Oil Filter Jobbers, and to make application for jobber compensation where eligibility is established.

Car & Home Merchandise Bulletin # 16—5/23/51. A copy of the Car & Home Merchandise Bulletin # 16 has been mailed to your T.B.A. Coordinator. We wish to call their attention to two items which will be of interest to your dealers.

Seat Cover Swatch Books. A shipment of the Goodyear 1951 Seat Cover Swatch Book 022-6995 has been sent to each Goodyear district office. These swatch books should be picked up by Atlantic Salesmen and passed out to their most likely seat cover account prospects, at no charge.

Johnson Heavy Duty Cleaner. The S. C. Johnson Company has just announced the immediate availability of their new product, Johnson Heavy Duty Cleaner—pints. This product will be nationally advertised and will be recommended for use preparatory to the application of Car Plate. We suggest that caution be used in promoting the sale of this product, since it is only necessary to use a Heavy Duty Cleaner on the older model cars.

Miscellaneous

Steam Bags—5/22/51. The addition of three Sectional Steam Bags for use in repairing large off-the-road truck tires was mailed to Price Book Subscribers and Recappers. This should be given only passing interest, and may be discarded by Atlantic Salesmen.

2980

Commission Exhibit No. 173B-C.

Toys and Sporting Goods—4/25/51. We attach a copy of Goodyear's 1951 Holiday toys, bicycles, juvenile wheel goods and sporting goods wholesale catalog which was mailed to all Price Book Holders except oil companies. This is for your T.B.A. Coordinator's information.

A letter is also attached outlining the program and including the terms.

We suggest that distribution of this information be limited and given only to those of your accounts that may be interested in these lines, and that can handle such a program.

S. J. Heideman

COMMISSION EXHIBIT NO. 173D.

The Atlantic Refining Company.
Progress through May 21, 1951

	Phila.	Newark	Buffalo	Albany	Syracuse	Boston	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	473	192	128	35	180	281	202	1491
2. Total number of Atlantic dealers and distributors signed to date as direct dealers	16	1	26	5	9	19	6	82
3. Total number of supplying dealers	0		2	5	8	33	27	81
4. Lee Tires adjusted	240		45	4	72	79	32	460
5. Batteries adjusted to date	0	0	0	0	0	0	0	0
6. Introductory Display Packages Sold	408	1	130	33	85	175	125	957

COMMISSION EXHIBIT NO. 173E.

The Atlantic Refining Company
Progress through May 28, 1951

	Phila.	Newark	Buffalo	Albany	Syracuse	Boston	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	517	302	136	29	180	281	202	1647
2. Total number of Atlantic Supplying Dealers signed direct	16	7	26	7	9	19	21	105
3. Total number of Goodyear dealers and stores acting as supply points	0	25	2	4	8	14	6	59
4. Lee Tires adjusted	270	6	50	2	74	116	51	569
5. Batteries adjusted to date	0	0	0	0	0	0	0	0
6. Introductory Display Packages Sold	427	1	131	33	85	225	125	1027

2982

Commission Exhibit No. 174.

2639

COMMISSION EXHIBIT NO. 174.

The Atlantic Refining Company

Petroleum Products

Hospital Trust Building

Providence 1, R. I.

Sept. 7, 1951

GM:D:TLW.

Goodyear Program

**Mr. S. J. Heideman
Philadelphia, Pa.**

Dear Sir:

In accordance with telephone conversation, following is the number of accounts we have turned over to Goodyear, by district:

Providence—	103
Worcester—	57
Springfield—	98
Hartford—	74
Boston—	138
Fall River—	49
New Haven—	79
Bridgeport—	56

Yours very truly,

M. G. Davis

TLW/sc

2661

COMMISSION EXHIBIT NO. 175.

The Atlantic Refining Company
Incorporated

Petroleum Products

N. Sahina & W. Genesee Sts.

Syracuse 2, N. Y.

July 19, 1951

S:D:JBW.

Goodyear Program
Progress Report

Mr. S. J. Heideman

TBA:WCH

Philadelphia, Pa.

Dear Sir:

As requested by your letter of July 17, we are advising you of the number of Atlantic Accounts turned over to Goodyear at the inception of the program.

These figures include distributors as well as dealers as we assume you are interested in all resellers rather than dealers alone.

We are listing the accounts by Goodyear and Atlantic Districts.

Goodyear District	Atlantic District						Total
	Alb.	Buff.	Roch.	S.T.	Syr.	Wtrn.	
Albany, N. Y.	25			3		27	55
Syracuse, N. Y.			1	99	108	68	276
Buffalo, N. Y.		82	100	33			215
Newark, N. J.	22						22
Totals	47	82	101	135	108	95	568

L. K. Maisel

rc

2984

Commission Exhibit No. 176.

2663

COMMISSION EXHIBIT NO. 176.

Goodyear T.B.A. Bulletin #17

April 25, 1952

Goodyear Program

T.B.A.

Station Openings. We ask that you instruct your Districts to establish, as a regular practice, automatic and advance notice to the Goodyear District Office, of the openings of any new stations, or of change in proprietorship at any dealer location. Such notice will be mutually beneficial to both Goodyear and ourselves. It will enable Goodyear to complete any unfinished business with the outgoing dealer and, further, will enable them to anticipate and to move promptly in handling the new dealer's requirements.

This subject was initially mentioned in T.B.A. Bulletin #4 of February 1. The repetition merely adds "new stations", and will clarify the action desired.

S. J. Heideman

2665

COMMISSION EXHIBIT NO. 177.

The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio

August 20, 1951

Mr. S. J. Heideman
The Atlantic Refining Company
260 South Broad Street
Philadelphia, Pa.

Subject: Jennings Bros.
Cranston, R. I.

Dear Syd:

Van Akin, our Boston District Manager, recommends subject Atlantic account be approved as a C & H M Wholesaler. The account is set up with a wholesale route truck, travels a full time wholesale salesman, contacting a minimum of 60 service station accounts, which qualifies the account for the arrangement if it is willing to place an initial order in accordance with our policy.

A-C, Purolator and Westinghouse have already approved on that basis.

Before taking action, which seems for the best interest of all concerned, I am clearing with you before advising Mr. Harper, as if the account is an Atlantic Dealer it will reduce the rate of commission earned on C & H M.

Will you please advise as promptly as possible.

Sincerely,

S. A. Gaylord
Manager—Petroleum Sales Dept.

S A Gaylord
lfm

2986

Commission Exhibit No. 178.

2667

COMMISSION EXHIBIT NO. 178.

August 24, 1951

TBA WCH.

Goodyear Program
Jennings Bros.
Cranston, R. I.

Mr. S. A. Gaylord, Manager
Petroleum Company Sales
Goodyear Tire & Rubber Company
Akron 16, Ohio

Dear Mr. Gaylord:

The New England Region Office does not wish to set the subject Atlantic account up as a C & H-M Wholesaler. They would like to set this account up as an Oil Company Supplying Dealer.

We suggest that if there are any further questions concerning this, that Mr. Van Akin should contact Mr. T. L. Walsh.

Cordially yours,

W. C. Hoffman

2669

COMMISSION EXHIBIT NO. 179A-I.

Goodyear Program

Minutes Goodyear T.B.A. Coordinators' Meeting

October 12, 1951

Syracuse, N. Y.

The following were in attendance:

Messrs. S. J. Heideman, Chairman, T.B.A. Sales

L. K. Maisel, T.B.A. Coordinator, New York
Region

T. L. Walsh, T.B.A. Coordinator, New Eng-
land Region

W. C. Hoffman, Acting Secretary, T.B.A.
Section

Mr. W. J. Jackson was absent due to illness but was
polled on several of the questions prior to the meet-
ing.

Guests: Mr. G. V. Ostrander, Regional Manager, New
York Region

Mr. W. S. Shockley, Manager, Sales Group,
New York Region

The meeting convened at 9:15 A M

I. Next Meeting Date

December 14, 1951, Room 1210, Atlantic Building, Phila.,
Pa.

II. Report on September Sales

The chairman reported that two regions showed a de-
crease in tire sales, three regions showed a decrease in
battery sales and two regions showed a decrease in acces-
sories sales for September, 1951 from sales in September,
1950. Members commented as follows:

- A. Tires—Mr. W. J. Jackson (Phila.-N.J.) reported that sales were off, due primarily, to reduction in purchasing capacity of associate dealers due to gas price war and lack of consumer demand.

Mr. Maisel (N.Y.) reported the following:

1. Lack of consumer demand.
2. Lee Competition.
3. Goodyear has not followed through on seeing that dealers are properly stocked.
4. Not as much effort put in, selling Goodyear, as under the old program.
5. Dealer credit difficulties.
6. Some sizes of tires still hard to get.

Mr. Walsh (New England) reported

1. Decline in consumer demand.
2. Sale of recaps has affected the new tire market.
3. Dealers bought ahead on certain sizes during the recent tire shortage.
4. Dealers are not "selling" tires.
5. Dealer credit difficulties.

Both New England and New York agreed that (a) Atlantic salesmen are putting in more time as a rule on the Goodyear T.B.A. Program than they did before; 2671 (b) some salesmen are getting a free ride where there is an aggressive Goodyear supplying dealer or store; (c) some areas are getting good support from year; (d) personnel are still enthusiastic.

Action:

- a. Mr. Maisel is to advise T.B.A. Section of specific cases of shortages in tire sizes.
- b. The Regions are to advise the T.B.A. Section of specific dealer credit difficulties which will be referred to Goodyear, Akron, for their handling.

New England reported that approximately 98% of their accounts have been signed on a Goodyear Program and that they are getting about 75% of the tire business they previously enjoyed from these accounts. New York reported that they had about 96% of their accounts signed on a Goodyear Program and that they were getting about 65% of their former tire business. Both Regions agreed that there were two main difficulties in selling Goodyear tires:

1. The lack of road hazard guarantee is a stumbling block for the small dealer.
2. Lee prices and discounts appeal to the larger Atlantic accounts.

The Chairman then asked the Committee members what they felt was needed to get the program operating properly. The New York Region felt that they had reached the turning point and that they were now looking for improvement. Both Regions agreed that a Goodyear tire story similar to the story of Goodyear battery advantage being prepared by Sales Promotion would be helpful.

There was some discussion as to whether Goodyear had an adjustment policy on bruise breaks on tires with less than 25% wear.

Action:

- a. T.B.A. Section to investigate Goodyear's bruise break policy and then to develop with Goodyear a program for training dealers in handling tire adjustments.
 - b. T.B.A. Section will develop with Goodyear a method for proving that dealers can sell many more Goodyear tires than they can Lee's in order to offset extra discount offerings.
 - c. T.B.A. Section to request Sales Promotion Section up a tire selling program similar to the battery story now being prepared by Sales Promotion.
- to now

B. Batteries—New England and New York Regions agreed that the following factors had affected battery sales:

1. Dealers were overstocked.
2. Battery life is being extended.
3. Competition's sales were also off.
4. Replacement shipments were off.

2673 The Chairman announced that the Sales Promotion Section is preparing a battery story which will point out the advantages of Goodyear batteries. This information will be given to salesmen and dealers in order to improve battery sales.

C. Accessories—Mr. Walsh reported that the situation is improving but that there are still problems to be corrected. The supply problem, insofar as warehouse and stores are concerned, is generally satisfactory, although the Boston warehouse at the present time has no stock of DuPont Sealer. Goodyear supplying dealers are still a problem in some areas. For example, in New England one Goodyear supplying dealer refuses to deliver accessories and the Atlantic salesman solicits dealer orders and delivers them in his own car. Mr. Walsh recommended that Goodyear, Akron, set up their supplying dealers so that they can offer distributor prices to associate dealers. Mr. Maisel reported that New York still had a problem in setting up satisfactory supplying dealer service and that the poor service from the Massillon, Ohio warehouse had not yet been corrected.

Action:

- a. The three Regions are to give the T. B. A. Section a detailed report of problems on accessories in their Regions.
- b. T. B. A. Section to recommend to Goodyear the

need for encouraging Oil Company supplying dealers to offer distributor prices to associate dealers.

- c. T. B. A. Section will again follow up (third time) with Akron concerning service from Massillon, Ohio warehouse.

D. General—New York Region is using a form which lists the type of each account and also the purchase levels for all products. This information is supplied by Goodyear. A check on the progress of each account is made by comparing the activity reported on the G1204 form. If an account is not buying commensurate with the purchase level to which he is listed, this is quickly revealed in this comparison.

Action: The T. B. A. Section will request Goodyear's cooperation in furnishing this information for the other two Regions.

III. Fall Promotion—T. B. A. Flyers.

A report had previously been made to the Coordinators on the number of deals sold in their regions of the "bucket" promotion. Both New England and New York felt that the order blanks were late when received by salesmen, and apparently salesmen had not received sufficient information concerning the promotion. Both Regions received order blanks with Richfield Oil Company on them. New York Region suggested that a cover letter be mailed with future releases. New England reported that poor timing and bad mechanics were responsible for their poor showing.

Action: Goodyear is to be informed by T. B. A. Section about suggestions and complaints.

IV. Report on Warehouse Inventories:

The Chairman reported the company cost value of warehouse inventories on hand as of September 30, 1951.

- 2675 1. Tires—New York Region has most of the tire inventory which is made up of Lee tubes. Special price been given to sell out this inventory.
2. Batteries—The Chairman pointed out that it was imperative to dispose of our remaining battery inventory at once.
3. Battery Equipment—EX201 Chargers represents the major portion of this dollar inventory. Special prices on other battery equipment items appear to be satisfactory for quick movement at the present time.
4. Accessories—The major portion of this dollar inventory consists of tire chains. The New York Region was given special prices on certain accessory items.

Action:

- a. Mr. Maisel is to advise the T. B. A. Section the tire inventory that he is unable to sell and also furnish T. B. A. Section with the special prices that were quoted on certain accessory items.
- b. All three Regions are to advise the T. B. A. Section promptly what additional help, if any, is needed in selling the battery stocks.

V. Claimed Advantages for Goodyear Tires.

The Chairman exhibited a folder "Why Should I Buy Goodyear Tires" which was received in answer to our request for information as to the claimed advantages which are superior to other make tires. It was felt that more technical reasons should be obtained that these should be

used in the tire selling story referred to earlier in the meeting.

Action: The T. B. A. Section is to request these technical reasons and advantages from Goodyear.

VI. Batteries—Competitive Information.

The Chairman reported to the Committee members the information received from Goodyear in response to our request for information on combatting competition from Lee batteries. Some of this information will be incorporated in the sales story being prepared by the Sales Promotion Section referred to earlier in the meeting.

VII. Lee Tires and Batteries—Company Equipment.

A further discussion was held on this subject and it was agreed that since this factor is not a problem in the New York Region and since New England is making limited purchases of Goodyear tires for company equipment, no further action was needed at this time.

VIII. Lee and Exide Adjustments—Cutoff Date.

After considerable discussion it was recommended that March 31, 1952 be established as the cutoff date on Lee and Exide adjustments.

2677 Action: If no objections are apparent to this course of action after development with other regions and management, it will be adopted as policy.

IX. Tires—Special Promotion or Deal.

The T. B. A. Section had requested from Goodyear information as to whether a promotion or deal could be arranged. Goodyear referred to the tire selling theme in the October Merchandiser which could be used. This infor-

mation will be incorporated in the tire sales story referred to earlier in the meeting. It was recognized in the discussion that there were certain difficulties in staging "tire events" under the tire company program.

Action: The T. B. A. Section will investigate the possibilities of "tire events".

X. Training Program.

The Chairman asked the Committee members when their training programs would be completed and what provisions, if any, were being made to pass this information on to dealers and also to keep salesmen informed.

1. New England reported that their training program would be completed in November and they plan to have the Goodyear petroleum representative double-team with each Atlantic salesman one-half day every two months.
2. New York Region has completed their training program and have held small dealer meetings and plan to continue these dealer meetings.
3. Phila.-N. J. Region reported that their training program would be completed in November.

It was agreed that a coordinated program should be inaugurated which would require participation by both Atlantic and Goodyear personnel.

Action:

- a. Mr. Walsh will check with New England management on feasibility of holding dealer meetings.
- b. Mr. Maisel will work out with New York Management the feasibility of the Goodyear petroleum representative double-teaming with Atlantic salesmen.
- c. The T. B. A. Section will recommend to the Phila.-N. J. Region that the plans being used by New England and New York be used in continuing the training program.

XI. Budget Plan at Service Stations.

New England has nominated a station but it is not yet in operation. New York has a station now operating on the budget plan in Buffalo, N. Y. Phila.-N. J. Region has not as yet set up a model station.

2679 Action: T.B.A. Coordinators will maintain a check of progress advising the T. B. A. Section of the success of these model stations by means of a questionnaire to be provided by the T. B. A. Section.

XII. Truck Tire Sales at Service Stations.

New England has picked two candidates to operate as a model truck tire station. The New York Region has one model truck tire station in operation. Phila.-N. J. has not as yet set up a model station.

Action: T. B. A. Coordinators will advise T. B. A. Section on the progress of these stations by means of a questionnaire to be provided by the T. B. A. Section.

XIII. Used and Recapped Tire Sales at Service Stations.

The three Regions have not set up model stations for used and recapped tire sales. The Chairman pointed out the advantages of having a good used and recapped tire business. Sale of used and recapped tires represents additional income and if these sales are ignored, it is the same as "throwing" money away. If used and recapped tires are not properly cleaned and displayed, they give an unsightly appearance to the station. The Chairman stressed the importance of getting at least one station established in order to convince other dealers to follow the same program.

Action: Coordinators are to set up the model stations as soon as possible and keep the T. B. A. Section posted

on their progress by means of a questionnaire to be provided by the T. B. A. Section.

XIV. Budget Sales by Goodyear—Dealer Commissions.

Goodyear has a plan whereby they pay commissions to gasoline dealers of 10% or \$10.00, whichever is less, on budget or deferred payment business sold to accounts sent into Goodyear stores by these dealers. The commissions apply only on original sales to new accounts. After considerable discussion it was agreed that this plan should not be publicized since only the dealer and not Atlantic would receive the benefit of this commission. Also there is always the possibility of the dealer losing the future business of this customer whenever he is referred to another source of supply.

XV. New York Region Manager's Comments on Goodyear Program Operations.

The Chairman invited Mr. Ostrander to give the Committee the benefit of his opinions for the improvement of the commission plan operation. Mr. Ostrander expressed dissatisfaction with the progress made in his region and suggested that if Goodyear had sent additional personnel to assist in the initial phases of the changeover, many of the problems could have been resolved and better performance would be evident. He also suggested that

1. Even now additional Goodyear personnel could be sent into the territory to spread the Goodyear story and secure a better understanding of the advantages by dealers and by salesmen in a manner similar to that which was employed by the New York Region last year when all of the personnel in the region assisted the Buffalo district with the work of opening eight new stations at one time.

- 2681 2. Mr. Ostrander stated that since T. B. A. sales were off, rentals were also off because the anticipated volume had not been enjoyed.
3. Mr. Ostrander recommended that the same \$500.00 credit limit established on the service station commission operation be made available for dealers on Class 2 station operation.
4. Mr. Ostrander also recommended that the statement "only Goodyear tires will be honored" should not be included on the B139 credit card until such time as we were more firmly established on the Goodyear program. In the discussion that followed it was brought out that since the commission plan was being investigated by the Federal Trade Commission, this was another reason why we should delay recommending that only Goodyear tires be listed on the B139.

XVI. Anti-Freeze.

The Chairman gave the following report on the anti-freeze supply situation. U. S. I. can accept no additional orders for Super Pyro this season due to a government order which requires large quantities of Methanol which is the base of this material for jet fuel and other military needs. DuPont and Commercial Solvents have also been affected by this order. U. S. I. reported, however, that unfilled orders on hand will be shipped in three to four weeks.

National Carbon has stated that Trek is still available and orders will be shipped in three to four weeks. National Carbon has not guaranteed price protection this season. However, we have recommended to management that we continue our present protection policy since it would be rather difficult to administer two policies. Management agreed to this recommendation. The Chairman recom-

recommended that if Trek anti-freeze was needed to fulfill additional requirements this season, it should be ordered immediately.

Thermo is available at a new higher price. We now have the option of buying our present inventory at the old price. This will be decided at a later meeting with Publicker officials. The Chairman also mentioned the fact that we may have to depend on Thermo entirely if Methanol is not available next season. There is a possibility that this may be the situation.

XVII. Petroleum Representative.

The recommendations made in the August 17th meeting concerning the duties and functions of the Goodyear petroleum representative were presented to Goodyear for their study. Goodyear has advised that they can see no reason why our suggestions cannot be incorporated in the program. The Coordinators reported that they were proceeding with these recommendations and that they were being carried out satisfactorily.

XVIII. Radiator Hose—Redi-Curv.

The Chairman reported that although there has been some instances of Redi-Curv hose failure, they have been so small considered in the light of the total number of pieces sold, that these failures would not represent a serious problem. Since all Regions were in agreement with this reasoning, T. B. A. Section recommended to Goodyear that a similar type hose be added to the Goodyear line.

2683 Goodyear has reported that their Development Department has had Thermoid Redi-Curv under study and in several tests it has proven unsatisfactory. However, they recognized the market for this Redi-Curv hose

and are presently experimenting on some ideas of their own.

Action: T.B.A. Section will follow up Goodyear on the progress made in adding this item to their line mentioning the fact that both Gulf and Sun can afford to feature this type hose which wouldn't be the case if the product wasn't satisfactory.

XIX. Defective Home Merchandis Policy.

Goodyear's policy on defective Small Home Appliances states that it is the dealer's problem and that he is to take the matter up directly with the manufacturer. Since there was an instance reported of a defective radio and the fact that it was inconvenient and expensive for our dealer to handle, this matter was referred to Goodyear.

Goodyear reported that their various suppliers had authorized repair stations listed in the Car Home Catalogue. These repair stations are conveniently set up in the principal cities and render efficient service. The Committee members felt that this program was not satisfactory on a new purchase because operation or test is not performed before delivery. This is similar to the outdated principle "let the buyer beware". However, there was some question as to whether the unit was tested or operated before it was delivered.

Action: T.B.A. Section will review the situations encountered to date, and if justified will reopen the matter with Goodyear for further consideration.

XX. Selling Petroleum Products to Goodyear Stores.

Mr. W. S. Shockley, New York Region Sales Group Manager, recommended that a standard program should be set up to be followed in obtaining petroleum business from Goodyear. The recommendations were that this should

be handled by the T. B. A. Coordinators and that the District Managers should make careful selections of locations that were to be approached, considering the nature of the store's facilities, possible volume and obtain information on the length of existing lease. After the locations have been carefully selected this information should be channelled through the T. B. A. Coordinator who would then request the T. B. A. Section to find out from Goodyear the necessary steps to obtain this type business.

Action: T.B.A. Section will recommend this program to other regions for soliciting this type of business.

XXI. Securing Associate Battery Dealer Business.

The Chairman stressed the importance of securing the associate dealers' battery business which can best be accomplished by the supplying dealer making regular calls keeping him well stocked and avoid the need for "fire engine" service.

2685 XXII. Comparable Products in the Goodyear Line.

The Chairman distributed a list of multiple products in the Goodyear line and asked that the Coordinators indicate the items they wished to concentrate on in order that an exerted effort might be applied for promotional purposes.

Action: T.B.A. Coordinators are to forward completed lists to T. B. A. Section.

XXIII. Analyze Accounts Active on the Goodyear Program.

The Chairman recommended that the accounts that are active on the Goodyear program should be analyzed and compared with those that were active on the former program. Those accounts that had \$500.00 or more volume

last year and have not been signed to date should be pinpointed and special effort should be exerted in order to bring about their conversion to the new program.

XXIV. Analyze Job to be Done on a Special Product.

The Chairman recommended that specific products should be analyzed by comparing areas where results are good with areas where results are poor and determine whether it is supplying dealer or just what does account for the difference.

XXV. Support of Policies at all Selling Levels.

The Chairman suggested that some of the problems that confront us require local selling at salesman and dealer levels. It is necessary that they understand policies and prices and that poor sales results should not be due to the lack of knowledge of these prices and policies.

The meeting adjourned at 4:50 P.M.

W. C. Hoffman
Acting Secretary

3002

Commission Exhibit No. 179K.

2687

COMMISSION EXHIBIT NO. 179J.

Atlantic-Goodyear Accounts

(Signed on G-1209)

Atlantic District.....
Goodyear District.....

Date.....

Atlantic Use	Name and address	Supply Point	Account Class		Purchasing Level		C&H and Other Mdse.
			"D" or "J"	Apprvd. C&H Whlslr.	Batteries and Cables	Resolute Batteries	
				Tires			

2688

COMMISSION EXHIBIT NO. 179K.

Petroleum Representative—(Review and Recommendation.) The Chairman reviewed the duties and functions of a Goodyear Petroleum Representative as outlined by Goodyear and asked the members for their comments concerning their activities and how they could best be utilized to the mutual advantage of both Atlantic and Goodyear. After much discussion it was decided that the following recommendations be made to Goodyear Management:

1. It was the consensus of opinion that better co-ordination between Atlantic and Goodyear could be brought about if the following steps were taken:

a. The Atlantic T. B. A. Coordinator would channel any problems in the field through the Goodyear District Managers concerned since it would ultimately be the Goodyear's District Managers problem to correct, and by this action avoid the use of Petroleum Representatives as an "errand boy".

b. Coordinator would contact the Goodyear District Manager, if necessary, to have any Goodyear supply point carry additional stocks.

c. It was established that regular contacts with associated dealers at least once a week were being

made by Goodyear salesmen or supply points in some areas while in other areas contacts were as infrequent as a whole month. The practice of at least weekly contact should be expanded to include all areas.

2. It was felt that the Petroleum Representative could work best to the interests of both Atlantic and Goodyear by the following:

a. The Petroleum Representative should be impressed with the importance of follow through on any particular assignment.

b. Petroleum Representatives should train Goodyear territory men in their battery and accessory product lines so that they will be more familiar with these products and also with the different price schedules.

c. Petroleum Representatives should be acquainted with Goodyear's selling equipment such as price schedules, product data, advertising helps of all kinds that are available to the dealers, both on charge and no-charge basis, and see that the Districts maintain and distribute adequate stocks of this material for our dealers.

d. Petroleum Representative should be available for field work on a co-ordinated basis with Atlantic Coordinator, and preferably by the Atlantic T. B. A. Coordinator's direction.

Action: The T.B.A. Section is to make these recommendations known to Goodyear Management for their approval.

3004

Commission Exhibit No. 180.

2689

COMMISSION EXHIBIT NO. 180.

The Atlantic Refining Company
Petroleum Products
Hospital Trust Building
Providence 1, R. I.

May 13, 1952

GM:C:TLW
Purolator

Mr. S. J. Heideman
Philadelphia, Pa.

Dear Sir:

Many of our dealers are objecting to the switch from Fram to Purolator because they feel that the re-education of their help on the Purolator numbers is too big a job.

We suggested to the Petroleum Representative of Purolator that they supply us with stickers showing simply the Purolator number which could be placed on the outside of the Fram pieces and that this would help us in effecting a change-over. The Purolator Representative didn't seem too optimistic about being able to accomplish this through his Company and, therefore, we think it ought to be pushed from your office.

We could really do a job on eliminating Fram if we could identify their merchandise with Purolator numbers.

Yours very truly,

L. E. Card

TLW/sc

2691 COMMISSION EXHIBIT NO. 181.

May 19, 1952

TBA WCH

Purolator Products

Mr. J. W. O'Neill,
Division Petroleum Representative,
Goodyear Tire and Rubber Company,
2750 North Broad Street,
Philadelphia 32, Pennsylvania.

Dear Mr. O'Neill:

Many of our dealers in the New England Region are objecting to the switch from Fram to Purolator because they feel that the re-education of their employees on the Purolator numbers is too big a job.

New England suggested to the Petroleum Representative of Purolator that they supply them with stickers showing the Purolator number which could be placed on the outside of the Fram pieces and that that would help them in effecting a changeover. The Purolator representative was not too optimistic about being able to accomplish this through his company.

We believe that this idea has considerable merit and would appreciate anything that Goodyear can do to make this possible.

Cordially yours,

W. C. Hoffman

h

3006

Commission Exhibit No. 182.

2693

COMMISSION EXHIBIT NO. 182.

Goodyear

The Goodyear Tire & Rubber Company, Inc.

2750 North Broad Street

Philadelphia 32, Penna.

May 29, 1952

Mr. W. C. Hoffman

T. B. A. Sales

The Atlantic Refining Company

260 S. Broad Street

Philadelphia, Pa.

Subject: Purolator Products

Dear Bill:

With further reference to your letter of May 19th, I am forwarding to you a sample roll of stickers which Mr. Walsh has requested.

The Purolator people indicated their willingness to make these available to any of your accounts. You will note that the numbers on these rolls are all the popular ones and should be of assistance in overcoming the problem Mr. Walsh mentioned.

I would appreciate hearing from you in order that I can pass on your requirements to Purolator.

Yours very truly,

J. W. O'Neill

Division Petroleum Representative

J.W.O'Neill

mmh

2695

COMMISSION EXHIBIT NO. 183.

Internal Correspondence

To: Mr. S. J. Heideman—Rm 1210

Subject: Goodyear Tire Display

From: W. J. Butler

Date: May 1, 1952

We have discussed the matter of fitting the Goodyear Tire Marketier into our service station display set-up with our people.

They felt that the Marketier could not readily be accommodated in an AR 50 design station without eliminating part of the present shelving. As you know, this is now being furnished by Operations Department automatically in Class 2 service stations. It was pointed out that the present shelving provides more space for tire stocks than the Marketier. The Marketier could be used if the station were not equipped with standard shelving and in a Class 3 station this would be up to the dealer. The Marketier could also be used in any Class 2 special design station which might have three or more service bays.

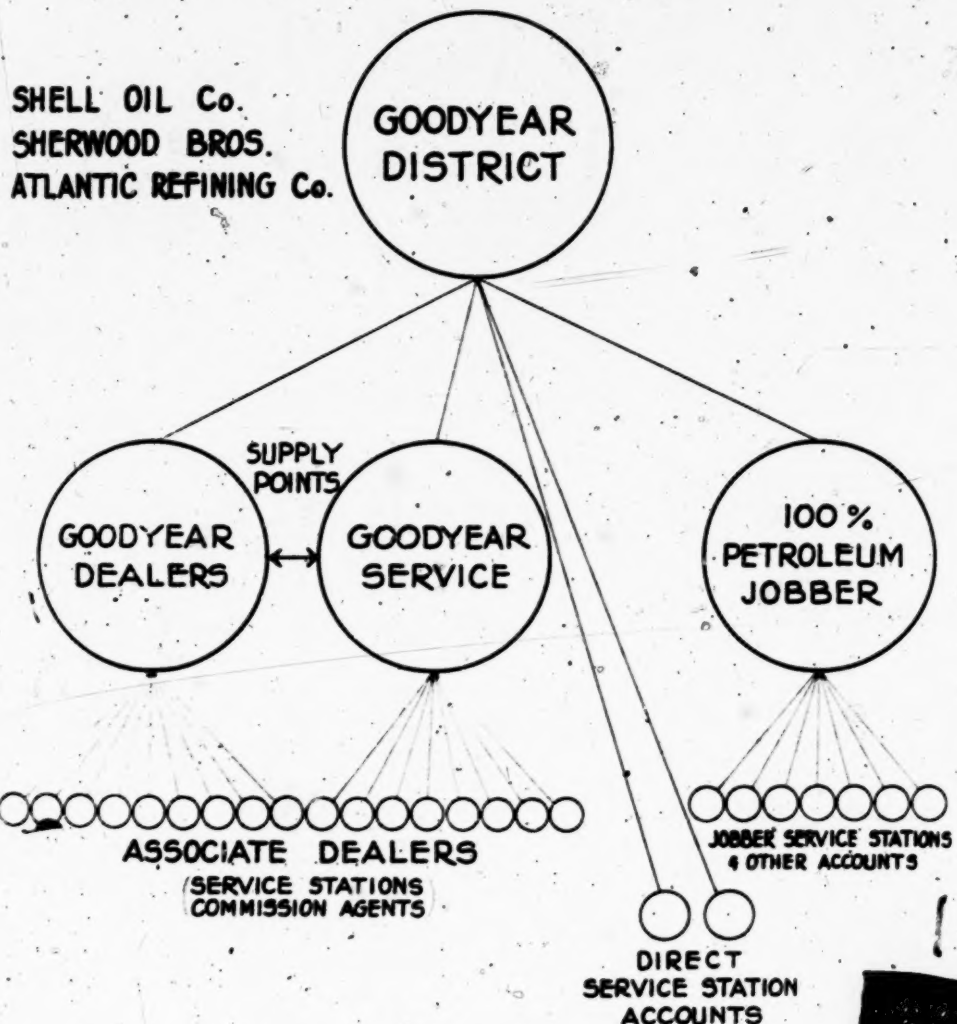
If it is your feeling that the sacrifice of existing accessory shelf space in the display room for the sales chart frames with no other advantage gained in tire storage space has merit, a case might be worked up to present to the Sales Development Committee for consideration since this is a course that would be necessary to revise the present Operations Department program. Please advise if you want us to try this.

W. J. Butler

WJB:avg

(Written in margin) I think selling space is more important than storage space. The sales room doesn't provide adequate treatment for product having 50-70% of TBA volume.

DISTRIBUTION FLOWCHART ON COMMISSION PLAN TIRES, TUBES & BATTERIES



2759

COMMISSION EXHIBIT NO. 193.

Atlantic T.B.A. Marketing
1949 Through 1951

957,948

Direct Marketing
Class #1, 2 & 3 DealersIndirect Marketing
Class #9 DistributorsAll Classes
Total Marketing

In Dollars	Direct Marketing Class #1, 2 & 3 Dealers				Indirect Marketing Class #9 Distributors				All Classes Total Marketing			
	T/T	Batt.	Access.	Total	T/T	Batt.	Access.	Total	T/T	Batt.	Access.	Total
New England												
1949	589,092	176,644	102,212	867,948	36,168	3,185	1,843	41,106	625,200	179,829	194,055	990,144
1950	775,237	195,330	192,063	1,162,630	69,908	4,386	3,606	77,900	845,145	199,716	198,359	1,241,220
1951									206,019	54,943	93,846	354,808
New York												
1949	483,758	113,761	142,833	740,352	68,719	17,504	3,387	89,610	532,477	131,265	140,220	823,962
1950	621,853	121,610	146,150	889,613	106,235	22,422	6,850	135,507	728,088	144,082	153,000	1,025,120
1951									198,767	54,479	61,400	314,646
Phila.-N. J.												
1949	880,476	267,946	335,195	1,483,617	13,607	4,320	1,112	19,039	903,683	222,296	336,307	1,511,686
1950	964,045	271,133	297,496	1,532,674	10,900	605	205	11,800	1,004,905	271,738	297,791	1,574,494
1951									184,305	67,729	144,927	397,051
Eastern Pa.												
1949	905,161	233,970	286,879	1,426,019	56,200	14,741	11,950	82,891	961,361	218,729	298,829	1,508,910
1950	1,058,647	221,200	295,800	1,575,707	91,825	22,471	10,929	125,225	1,166,472	243,731	276,729	1,679,932
1951									254,740	79,591	122,302	456,543
Western Pa.												
1949	567,531	130,052	132,942	830,525	54,406	14,081	5,999	81,534	622,027	151,091	138,941	912,059
1950	649,837	119,930	116,827	886,594	56,756	14,591	7,637	78,984	706,593	134,521	123,804	964,978
1951									161,303	49,981	52,725	264,000
Southern												
1949	374,362	54,588	101,187	530,147	300,205	17,070	18,810	402,085	740,597	75,176	119,997	935,740
1950	444,145	53,213	76,113	573,471	486,226	22,308	22,941	531,545	980,371	75,391	98,054	1,105,016
1951									171,801	12,913	30,819	215,533
Total Company												
1949	3,800,315	979,888	1,101,248	5,881,451	595,395	78,450	43,101	716,946	4,404,775	1,038,347	1,234,349	6,697,471
1950	4,543,784	982,476	1,005,049	6,531,309	841,850	86,853	51,748	940,451	5,365,634	1,049,329	1,146,797	7,551,760
1951									1,177,025	319,546	596,019	2,092,590
DMA-JOB												

21,039

57,506

Commission Exhibit No. 198A.

3013

2773

COMMISSION EXHIBIT NO. 198A.

Final T.B.A. Sales June, 1950

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
New England	\$ 74,905	+ 8.06	\$ 10,535	+14.42	\$ 18,719	- 1.51	\$ 324	+51.98	\$ 1,752	-16.84	\$106,235	+ 6.82
New York	72,438	+13.94	6,758	+35.57	<u>11,636</u>	- 9.70	1,131	+50.14	<u>1,282</u>	+ 2.50	93,245	+12.52
*Phila. & N. J.	117,297	-10.35	20,935	+20.95	27,494	-17.54	3,657 #	+103.55	5,589 #	- 6.90	174,972	- 7.71
*Eastern Pa.	142,297	+16.95	15,166	+21.90	25,732	-11.87	6,057 #	+104.51	<u>3,946 #</u>	+ 2.58	193,198	+12.51
*Western Pa.	89,752	+19.97	6,519	+14.87	10,916	-31.16	5,671 #	+407.60	1,156 #	-22.32	114,034	+16.00
South	101,367	- 1.60	4,678	-16.10	11,478	-30.96	22,641	+938.96	964	-13.08	141,128	- 2.35
*Company Total	\$598,056	+ 5.96	\$ 64,591	+16.81	\$105,975	-15.98	39,501	+174.68	\$ 14,689	- 7.34	\$822,812	+ 4.74
*Company Total Same Month Last Year	\$415,055		\$ 52,191		\$ 84,761		\$ 1,757		\$ 15,772		\$569,536	

Include sales in Districts on Commission Plan.

Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
†Eastern Pa.	\$ 18,149	+50.42	\$ 6,677	-10.12	\$ 24,826	+30.13
†Western Pa.	23,428	+12.26	7,108	- 5.49	30,536	+ 8.10
†Phila. & N. J.	208	-98.60	63	-98.45	271	-98.57
Company Total including Commission Plan					\$878,445	+ 4.57

† Comparison to 1949—Cumulative from inception.

2775

COMMISSION EXHIBIT NO. 198B.

Sales Comparison—Month of June

1950 vs. 1949

Includes:—Tires, Batteries, Accessories
Home Supplies, Anti-Freeze and
Miscellaneous Refinery Products

Wilmington, Del. District	1949	1950	Percentage Gain
		Dir. \$ 518 Com. 24,820	
Total	\$21,714	\$25,344	+ 16.7%
Erie, Pa. District	1949	1950	Percentage Gain
		Dir. \$ 602 Com. 30,536	
Total	\$21,535	\$31,138	+ 44.6%
Newark, N. J. District*	1949	1950	Percentage Gain
		Dir. \$14,420 Com. 271	
Total	\$19,247	\$14,691	- 23.6%

OBSERVATIONS

	Wilmington	Erie	Newark*
Dealers Signed to Rubber Company	161	164	93
Dealers Active on Rubber Company	107	118	2
% of Rubber Co. Tire Sales to Total Rubber Co. Sales	73.1%	76.7%	76.7%

* Rubber Company's reported sales incomplete

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1958.)

2777

COMMISSION EXHIBIT NO. 199A.

Final T. B. A. Sales—July, 1950

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
New England	\$149,282	+30.08	\$ 27,468	+34.20	\$ 16,442	+ 1.18	\$ 22,408	+345.52	\$ <u>1,298</u>	-18.74	\$216,898	+27.97
New York	116,328	+36.28	10,489	+26.79	9,208	- 9.30	16,323	+200.64	1,057	+ 3.15	153,405	+31.02
*Phila.-New Jersey	129,886	+ 3.59	27,713	+23.43	23,094	-13.96	17,753#	+109.47	4,009#	- 5.57	202,455	+ 3.45
*Eastern Pa.	157,463	+29.44	15,373	+10.05	19,568	-10.07	30,260#	+388.02	3,621#	+ 2.95	226,285	+23.51
*Western Pa.	92,082	+32.98	9,125	+12.55	7,513	-26.85	17,499#	+681.75	1,515#	-16.63	127,734	+29.35
South	109,493	+ 9.23	5,305	-18.03	9,329	-25.46	5,746	+1210.67	1,280	- 5.65	131,153	+ 7.32
*Company Total	\$754,534	+21.34	\$ 95,473	+16.74	\$ 85,154	-12.85	109,989	+332.81	\$12,780	- 5.69	\$1,057,930	+18.37
*Company Total Same Month Last Year	\$367,142		\$ 81,974		\$ 76,793		\$ 10,193		\$12,268		\$ 548,370	

Include sales in Districts on Commission Plan.

Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
†E. Pa.	\$ 27,479	+76.62	\$ 6,955	- 4.27	\$ 34,434	+48.82
†W. Pa.	28,515	+29.04	5,094	-10.03	33,609	+19.37
†Phila.-New Jersey	12,138	-52.53	1,226	-84.25	13,364	-60.13
Company Total including Commission Plan					\$1,139,337	+18.21

†Comparison to 1949—Cumulative from inception

2779

COMMISSION EXHIBIT NO. 199B.

Sales Comparison—Month of July

1950 vs. 1949

Includes:—Tires, Batteries, Accessories,
Home Supplies, Anti-Freeze, and
Miscellaneous Refinery Products.

Wilmington, Del. District	1949	1950	Percentage Gain
		Dir. \$ 1,102 Com. 34,434	
Total	\$17,576	\$35,536	+ 102.2%
Erie, Pa. District	1949	1950	Percentage Gain
		Dir. \$ 622 Com. 33,609	
Total	\$22,662	\$34,231	+ 51.1%
Newark, New Jersey District	1949	1950	Percentage Gain
		Dir. \$ 7,784 Com. 13,364	
Total	\$15,912	\$21,148	+ 33.0%

OBSERVATIONS

	Wilmington	Erie	Newark
Dealers Signed to Rubber Company	161	164	93
Dealers Active on Rubber Company	115	81	56
% of Rubber Co. Tire Sales to Total Rubber Co. Sales	79.9%	84.9%	90.7%

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1958.)

2781

COMMISSION EXHIBIT NO. 200A.

Final T. B. A. Sales—August, 1950

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
New England	\$121,201	+38.76	\$ 15,186	+17.01	\$ 15,148	+ .63	\$ 24,821	+559.63	\$ 2,458	-11.94	\$178,814	+34.60
New York	109,595	+44.79	10,668	+11.06	19,141	- 2.84	23,500	+269.11	1,863	+ 7.67	164,767	+38.88
*Phila.-New Jersey	117,776	+ 8.85	38,269	+16.48	36,110	- 5.19	20,560 #	+106.02	5,997 #	- 25	218,712	+ 9.07
*Eastern Pa.	145,861	+35.39	26,292	+10.12	32,736	- 5.12	74,586 #	+460.42	5,093 #	+ 9.39	284,568	+34.07
*Western Pa.	81,817	+34.79	14,796	+13.17	9,728	-22.38	21,401 #	+728.97	1,378 #	-15.66	129,123	+33.96
South	172,160	+26.13	7,243	-22.42	8,061	-32.21	7,450	+1538.24	962	-11.37	195,896	+18.93
*Company Total	\$748,410	+29.48	\$112,457	+10.13	\$120,944	- 9.04	\$172,318	+382.71	\$17,751	- 1.35	\$7,171,880	+26.38
*Company Total Same Month Last Year	\$428,473		\$124,351		\$105,100		\$ 30,338		\$14,227		\$ 702,498	

Include sales in Districts on Commission Plan.

— Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
*E. Pa.	\$ 20,555	+89.13	\$ 7,060	- 2.56	\$ 27,615	+54.06
*W. Pa.	28,473	+59.19	7,377	+4.98	35,850	+44.14
*Phila.-N. J.	27,212	+56.32	7,866	- 3.80	35,078	+38.94
Company Total including Commission Plan					\$1,270,443	+27.41

† Comparison to 1949—Cumulative from inception (includes some Direct Sales in the changeover period)

2783

COMMISSION EXHIBIT NO. 200B.

Sales Comparison—Month of August

1950 vs. 1949

Includes:—Tires, Batteries, Accessories,
Home Supplies, Anti-Freeze, and
Miscellaneous Refinery Products.

Wilmington, Del. District	1949*	1950	Percentage Gain
		Dir. \$10,611 Com. 27,615	
Total	\$20,941	\$38,226	+ 83.0%
Erie, Pa. District	1949*	1950	Percentage Gain
		Dir. \$ 3,738 Com. 35,850	
Total	\$25,206	\$39,588	+ 57.0%
Newark, New Jersey, District	1949*	1950	Percentage Gain
		Dir. \$ 7,186 Com. 35,068	
Total	\$16,024	\$42,254	+163.9%

* Fed. Excise Tax of 8.3% deducted from tire \$ Sales

OBSERVATIONS

	Wilmington	Erie	Newark
Dealers Signed to Rubber Company	161	164	93
Dealers Active on Rubber Company	128	115	73
% of Rubber Co. Tire Sales to Total Rubber Co. Sales	74.2%	79.5%	77.9%

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1959.)

COMMISSION EXHIBIT NO. 201A.

Final T. B. A. Sales—September, 1950

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
New England	\$ 49,152	+32.43	\$ 27,197	+15.03	\$ 21,734	+ 1.44	\$ 20,367	+171.83	\$ 1,555	-16.38	\$120,005	+28.39
New York	<u>52,074</u>	+37.22	24,483	+16.29	18,546	+ 1.38	19,546	+132.12	<u>1,431</u>	- .39	116,060	+33.07
*Phila.-New Jersey	103,750	+12.17	<u>32,412</u>	+ 9.90	<u>31,233</u>	- 6.44	35,054 #	+ 90.06	<u>2,942 #</u>	-12.90	205,391	+10.10
*Eastern Pa.	108,287	+37.77	<u>23,471</u>	+ 4.00	27,785	- 2.80	<u>36,302 #</u>	+141.44	<u>2,824 #</u>	+ 1.48	198,669	+31.18
*Western Pa.	74,685	+40.07	<u>18,057</u>	+ 9.26	11,067	-17.13	<u>17,236 #</u>	+ 93.50	<u>1,617 #</u>	-14.50	122,662	+30.81
South	62,699	+24.85	<u>5,453</u>	-22.27	12,009	-25.11	6,146	+592.02	<u>644</u>	-15.15	86,951	+18.67
*Company Total	\$450,647	+29.30	<u>\$131,073</u>	+ 7.18	\$122,374	- 6.63	<u>\$134,651</u>	+135.80	<u>\$11,013</u>	- 9.01	\$849,758	+24.09
*Company Total Same Month Last Year	\$352,525		\$135,938		\$111,273		\$143,162		\$20,513		\$763,411	

Include sales in Districts on Commission Plan.

Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
†E. Pa.	\$18,060	+100.02	\$9,578	- 3.88	\$ 27,658	+56.87
†W. Pa.	14,638	+ 58.21	4,661	- 4.23	19,299	+39.40
†Phila.-N. J.	20,567	+ 57.82	6,621	-20.04	27,188	+30.33
Company Total including Commission Plan					\$923,903	+25.13

†Comparison to 1949—Cumulative from inception (includes some Direct Sales in the changeover period)

2787 COMMISSION EXHIBIT NO. 201B.

Sales Comparison—Month of September

1950 vs. 1949

Includes:—Tires, Batteries, Accessories,
Home Supplies, Anti-Freeze, and
Miscellaneous Refinery Products.

Wilmington, Del. District	1949*	1950	Percentage Gain
		Dir. \$ 3,855 Com. 27,858	
Total	\$19,021	\$31,513	+ 65.7%
Erie, Pa. District	1949*	1950	Percentage Gain
		Dir. \$ 7,737 Com. 19,299	
Total	\$27,576	\$27,036	— 2.0%
Newark, New Jersey District	1949*	1950	Percentage Gain
		Dir. \$ 3,935 Com. 27,188	
Total	\$23,388	\$31,123	+ 33.1%

* Fed. Excise Tax of 8.3% deducted from tire \$ Sales

OBSERVATIONS

	Wilmington	Erie	Newark
Dealers reported by Atlantic	196	209	180
Dealers Active with Rubber Company			
Tires & Tubes	121	82	67
Batteries & Accessories	121	71	46
% of Rubber Co. Tire Sales to Total Rubber Co. Sales	65.3%	75.9%	75.6%

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1958.)

2789

COMMISSION EXHIBIT NO. 202.

Final T. B. A. Sales—October, 1950

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
1. New England	\$ 78,456	+36.44	\$ 22,107	+ 9.70	\$ 18,213	- .14	\$ 34,138	+126.42	\$ 1,401	-16.86	\$154,315	+29.62
2. New York	72,767	+40.25	15,498	+14.03	17,564	+ 8.26	47,562	+103.65	1,154	- 4.58	154,545	+36.51
3. *Phila.-New Jersey	80,365	+17.70	20,825	+ 4.77	21,396	- 8.49	47,261#	+ 42.44	3,613#	-13.92	173,460	+11.02
4. *Eastern Pa.	108,490	+39.76	39,793	+10.00	27,636	- 1.28	57,136#	+104.49	3,593#	+ 2.25	236,648	+32.80
5. *Western Pa.	65,269	+44.28	15,201	+ 5.82	7,970	-15.27	38,379#	+ 93.25	1,380#	-22.53	128,208	+33.98
6. South	91,078	+27.52	9,761	-15.73	9,247	-21.97	6,174	+465.15	1,051	-13.50	117,311	+21.69
7. *Company Total	\$496,425	+33.02	\$123,185	+ 6.35	\$102,026	- 5.68	\$230,650	+ 97.98	\$12,201	-10.51	\$964,467	+26.21
8. *Company Total Same Month Last Year	\$284,807		\$120,779		\$ 90,342		\$159,551		\$15,049		\$680,178	

Include sales in Districts on Commission Plan.

Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
9. †Phila.-N. J.	\$ 18,261	+ 64.18	\$ 7,603	-19.40	\$ 25,864	+32.33
10. †E. Penna.	17,613	+104.26	8,245	- 2.12	25,858	+58.79
11. †W. Penna.	19,312	+ 63.42	10,596	+ .39	29,908	+43.01
†Comparison to 1949—Cumulative from inception (includes Direct Sales in the changeover period)					\$1,046,117	+26.81

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1953.)

12. Company Total Including Commission Plan

2791

COMMISSION EXHIBIT NO. 203A.

Final T. B. A. Sales—November 1950.

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
1. New England	\$ 46,487	+32.03	\$ 22,618	+ 7.21	\$ 20,333	— .45	\$ 17,185	+ 86.22	\$ 916	—17.39	\$107,530	+25.02
2. New York	52,390	+38.39	22,790	+15.70	16,491	+ 7.68	24,464	+ 93.56	649	— 7.94	116,793	+34.92
3. *Phila.-New Jersey	57,699	+12.91	30,454	+ 4.88	24,810	— .91	37,530 #	+ 44.95	4,873 #	—11.20	155,361	+ 8.92
4. *Eastern Pa.	64,332	+33.70	26,090	+ 9.93	25,550	+ .71	66,713 #	+118.63	2,941 #	+ 2.28	186,235	+31.65
5. *Western Pa.	40,375	+40.61	18,301	+ 7.86	18,656	— 3.42	22,182 #	+ 57.39	2,148 #	—20.77	101,062	+30.91
6. South	64,879	+25.82	13,781	— 1.14	7,481	—18.42	12,190	+498.77	938	—14.32	90,269	+23.05
7. *Company Total	326,171	+29.06	134,634	+ 7.56	113,330	— 3.76	180,264	+ 88.93	12,465	— 9.86	766,864	+24.38
8. *Company Total Same Month Last Year	\$358,443		\$116,640		\$ 98,240		\$113,851		\$12,840		\$700,032	

Include sales in Districts on Commission Plan.

— Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
9. †Phila.-N. J.	\$ 12,900	+ 56.30	\$ 8,466	—19.43	\$ 21,366	+25.83
10. †E. Penna.	9,743	+ 97.82	8,118	— .55	17,861	+54.88
11. †W. Penna.	14,765	+ 60.24	11,375	+ 3.41	26,140	+40.78
12. Company Total Including Commission Plan.					\$832,231	+25.37

†Comparison to 1949—Cumulative from inception (includes Direct Sales in the changeover period)

2793

COMMISSION EXHIBIT NO. 203B.

Sales Comparison—Month of November

1950 vs. 1949

Includes:—Tires, Batteries, Accessories,
Home Supplies, Anti-Freeze, and
Miscellaneous Refinery Products.

Newark, New Jersey District	1949*	1950	Percentage Gain
		Dir. 3,029 Com. 21,366	
Total	\$27,175	\$24,395	— 10.2%
Wilmington, Del. District	1949*	1950	Percentage Gain
		Dir. 2,910 Com. 17,861	
Total	\$18,270	\$20,771	+ 13.7%
Erie, Pa. District	1949*	1950	Percentage Gain
		Dir. 5,380 Com. 26,140	
Total	\$26,514	\$31,520	+ 18.9%

* Fed. Excise Tax of 8.3% deducted from tire & Sales.

Observations

	Newark	Wilmington	Erie
Dealers reported by Atlantic	146	194	193
Dealers Active with Rubber Company			
Tires & Tubes	52	100	91
Batteries & Accessories	48	85	91
% of Rubber Co. Tire Sales to Total			
Rubber Co. Sales	60.5%	54.5%	56.6%

2795

COMMISSION EXHIBIT NO. 203C.

Dollars per Thousand Gallons of Gasoline

Class 2 Dealers

Cumulative July through November 1950

Region	No. of Class 2 Dealers	Tires	Batteries	Accessories & Misc. Ref. Prod.	Sub- Total T.B.A. & M.R.P.	Anti-Freeze	Total
1. New England	414	\$12.34	\$ 3.65	\$ 3.25	\$19.24	\$ 3.96	\$23.05
2. New York	188	14.36	3.51	5.07	22.94	5.03	27.97
3. Phila.-N. J.*	265	10.63	3.51	3.64	17.78	3.41	21.19
4. Eastern Pa.*	363	12.40	3.25	4.17	19.82	4.59	24.41
5. Western Pa.*	182	14.18	3.37	3.50	21.05	3.40	24.45
6. South	251	16.66	2.13	2.78	21.57	.73	22.30
7. Total Company*	1663	12.84	3.33	3.73	19.90	3.69	23.59

* Corrected for Commission Districts.

Dollars per Thousand Gallons of Gasoline
Class 2 Dealers in Commission Plan Districts
(Not Included Above)

District	No. of Class 2 Dealers	Tires	Batteries & Accessories	Total
8. Goodyear Newark	82	\$ 9.27	\$ 3.40	\$12.67
9. Firestone Wilmington	102	15.42	6.43	21.85
10. Erie	55	14.17	8.02	22.19
11. Total Comm. Districts	239	12.85	5.78	18.63

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1958.)

2797

COMMISSION EXHIBIT NO. 204A.

Final T.B.A. Sales—December 1950

	Tires and Tubes	Results to Date vs. 1949	Batteries	Results to Date vs. 1949	Automotive Accessories	Results to Date vs. 1949	Anti- Freeze	Results to Date vs. 1949	Misc. Refinery Products	Results to Date vs. 1949	Total	Results to Date vs. 1949
New England	\$ 78,842	+35.17	\$ 28,621	+11.06	\$ 16,771	+ 1.19	\$ 10,943	+91.48	\$ 828	-15.98	\$136,005	+27.94
New York	71,000	+41.49	18,173	+16.07	16,247	+11.97	8,299	+91.41	749	- 8.90	114,468	+37.07
*Phila.-New Jersey	99,484	+17.51	32,827	+ 7.90	20,925	- 7.74	7,353#	+43.59	<u>1,603#</u>	-13.60	162,192	+11.93
*Eastern Pa.	85,867	+31.66	28,352	+12.66	25,563	+ 4.00	21,705#	+125.35	<u>2,262#</u>	+ 2.28	163,749	+31.81
*Western Pa.	58,366	+42.19	19,817	+12.93	23,802	+13.42	14,045#	+63.94	<u>973#</u>	-20.54	117,003	+35.42
South	66,947	+25.63	7,273	+ .55	<u>8,214</u>	-17.45	840	+496.18	<u>625</u>	-16.40	83,899	+22.78
*Company Total	\$460,506	+30.67	\$135,063	+10.65	\$111,522	- .17	\$ 63,185	+110.67	\$ <u>7,040</u>	-10.71	\$777,316	+26.42
*Company Total Same Month Last Year	\$305,691		\$ 97,820		\$ 73,046		\$ 25,991		\$ 9,305		\$511,853	

Include sales in Districts on Commission Plan.

— Underline indicates performance below same month last year.

* Cumulative comparison to 1949 corrected for Districts on Commission Plan.

Rubber companies reported sales—See below for Commission Plan results and comparison.

	Tires and Tubes	Results to Date vs. 1949	Batteries & Accessories	Results to Date vs. 1949	Total	Results to Date vs. 1949
†Phila.-N. J.	\$ 27,769	+ 64.26	\$ 14,628	- .79	\$ 42,427	+38.91
†E. Penna.	17,554	+103.54	7,620	+ 1.93	25,374	+58.81
†W. Penna.	19,918	+ 62.94	8,397	+ 4.75	28,315	+42.61
Company Total Including Commission Plan					\$873,432	+27.66

† Comparison to 1949—Cumulative from inception (includes Direct Sales in the changeover period).

2799

COMMISSION EXHIBIT NO. 204B.

Sales Comparison—Month of December

1950 vs. 1949

Includes:—Tires, Batteries, Accessories,
Home Supplies, Anti-Freeze, and
Miscellaneous Refinery Products.

Newark, New Jersey District	1949*	1950	Percentage Gain
		Dir. \$ 5,963 Com. 42,427	
Total	\$21,494	\$43,490	+102.8%
Wilmington, Del. District	1949*	1950	Percentage Gain
		Dir. \$ 7,714 Com. 25,374	
Total	\$13,530	\$33,088	+144.9%
Erie, Pa. District	1949*	1950	Percentage Gain
		Dir. \$ 3,929 Com. 28,315	
Total	\$19,331	\$32,244	+ 66.8%

* Federal Excise Tax of 8.3% deducted from Tire Dollar Sales.

	Observations		
	Newark	Wilmington	Erie
Dealers reported by Atlantic	146	202	209
Dealers Active with Rubber Company			
Tires & Tubes	80	100	94
Batteries & Accessories	60	105	94
% of Rubber Co. Tire Sales to Total			
Rubber Co. Sales	65.6%	70.2%	70.3%

1/24/50

2801

COMMISSION EXHIBIT NO. 204C.

Dollars per Thousand Gallons of Gasoline

Class 2 Dealers

Cumulative July through December 1950

Region Dealers	No. of Class 2 Dealers	Tires	Batteries	Accessories & Misc. Ref. Prod.	Sub- Total T.B.A. & M.R.F.	Anti-Freeze	Total
1. New England	415	\$12.06	\$ 3.86	\$ 3.20	\$19.40	\$ 3.59	\$22.25
2. New York	194	14.40	3.67	4.98	23.05	4.62	27.67
3. Phila.-N. J.*	266	10.64	3.51	3.52	17.67	2.94	20.61
4. Eastern Pa.*	368	11.95	3.37	4.11	18.33	4.53	22.86
5. Western Pa.*	184	13.77	3.71	3.92	21.40	3.29	24.69
6. South	253	15.76	1.98	2.62	20.36	.62	20.98
7. Total Company*	1680	\$12.55	\$ 3.44	\$ 3.69	\$19.68	\$ 3.40	\$23.12

* Corrected for Commission Districts.

Dollars per Thousand Gallons of Gasoline

Class 2 Dealers in Commission Plan Districts
(Not included Above)

Districts	No. of Class 2 Dealers	Tires	Batteries & Accessories	Total
8. Goodyear Newark	87	\$12.10	\$ 5.35	\$17.45
9. Firestone Wilmington	100	14.34	6.54	20.88
10. Erie	55	14.15	8.84	22.99
11. Total Comm. Districts	242	\$13.47	\$ 6.74	\$20.21

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1958.)

COMMISSION EXHIBIT NO. 218A-B. 3048

FEDERAL TRADE COMMISSION
DOCKET NO. 6888 COMMISSION EXHIBIT NO. 218A
IN THE MATTER OF *Forbes & Atlantic*
DATE *4-14-52* WITNESS
ACE REPORTING CO., Official Reporter
By *Thornett*

ATLANTIC ACCOUNT NUMBER **20-1390**
CK 218A **VOID** **2847**
Subject to conditions on reverse side the above named customer is granted credit privileges of
THE ATLANTIC REFINING COMPANY
CREDIT CARD EXPIRES DEC. 31, 1953


FEDERAL TRADE COMMISSION
DOCKET NO. 6888 COMMISSION EXHIBIT NO. 218A

CONDITIONS

1. The customer whose name appears on the face of this card assumes full responsibility for all purchases made by the use of this credit card prior to its surrender to the company.
2. All bills are due for payment upon presentation.
3. Acceptance of merchandise or service by holder of this credit card will constitute agreement as to correctness of price and quantity.
4. This card may be honored for the purchase of the following at Atlantic stations authorized to honor Atlantic credit cards:
Atlantic Petroleum Products delivered into car to the capacity of the fuel tank or crankcase only.
Tires, tubes, recapping, batteries and automotive accessories. (Mounting of tires and tubes and installation of batteries and mountable accessories required.)
Lubrication, washing, polishing, tire and battery service.
NO OTHER COMMODITIES OR SERVICES ARE INCLUDED.
5. Credit may be restricted or cancelled and card repossessed without prior notice.
6. If this card is lost or stolen, notify Atlantic in writing at once.

The credit privileges granted by this card may also be honored by dealers and stations at

2848

	THE OHIO OIL CO.	ILLINOIS INDIANA KENTUCKY	MICHIGAN OHIO
-------------------------------------------------------------------------------------	------------------	---------------------------	---------------

2805

COMMISSION EXHIBIT NO. 206.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

August 28, 1952

A Re-Statement of Atlantic's TBA Policy

Dear Sir:

The Federal Government is investigating all TBA relationships between certain tire companies, oil companies and their dealers.

Do you have a good TBA deal with The Atlantic Refining Company? Or are you forced against your will to carry a particular line of TBA? This seems to be the question involved.

In the Spring of 1951, The Atlantic Refining Company presented to you for your free acceptance or rejection a TBA sales program which long and intensive research had indicated would yield the greatest profit to you and would best serve the interest of the motoring public.

For the sales assistance which it renders, The Atlantic Refining Company receives in return a commission ranging from 5% to 10% from the tire company. Up to now, this barely covers the expenses involved.

We consider this arrangement with you businesslike and entirely proper and it is to our mutual interest that we so inform the public.

I consider it our duty to recommend to you, those services and products which experience and honest research have proven best for you and your customers.

However, when we originally adopted this program, I

3038

Commission Exhibit No. 207.

wrote to you and to our sales force stating that this was an elective program. I now reiterate—that this is Your program, instituted for Your benefit—Yours to accept or reject.

Yours very truly,

D. T. Colley.

2806

COMMISSION EXHIBIT NO. 207.

Atlantic

The Atlantic Refining Company

Petroleum Products

June 24, 1955

To All Atlantic Dealers

No Forcing

The Roosevelt Small Business Committee recently completed its nationwide investigation of Supplier-Dealer relations.

As we understand it, two main points concern the Committee, namely (1) Short-Term Dealer Leases; and (2) considerable doubt that Suppliers' home office policy of not forcing Dealers to buy certain items was actually being followed by the Suppliers' field organizations.

Over two years ago—voluntarily, without pressure of any kind, and months before any other Supplier in the Industry—your Company adopted a Long-Term Dealer Lease Policy. Substantial expenditures of money, time and effort have been made to assure that the policy was fully understood. The same course of action has been followed with respect to our long-standing policy of not forcing Dealers to buy certain items.

If any of our people at any time insist on your buying any certain products or merchandise against what you feel



SUPREMACY PETROLEUM CORPORATION, LTD.
in the Provinces of Ontario and Quebec in
Canada.



THE OHIO OIL COMPANY
Illinois
Indiana
Kentucky
Michigan
Ohio

ATLANTIC

Your Atlantic Credit Card will be honored at service
stations displaying this sign.

Connecticut New Hampshire Rhode Island
Delaware New Jersey South Carolina
Florida North Carolina Vermont
Georgia Maryland Virginia
Massachusetts Pennsylvania West Virginia

It may also be honored for similar products and
services by service stations and dealers of the follow-
ing companies:

ATLANTIC

EXPIRES
DEC. 31, 1934

CREDIT CARD

ACCOUNT NUMBER

CY 219A

2849

THE ATLANTIC REFINING COMPANY
INCORPORATED-1870

CONDITIONS

- 1 Acceptance of merchandise or service by use of this credit card will constitute agreement as to correctness of price and quantity.
- 2 All bills are due for payment upon presentation.
- 3 Credit may be restricted or cancelled and card repossessed at any time without prior notice.
- 4 If this card is lost or stolen, notify Atlantic in writing at once. The customer whose name appears on the face of this card assumes full responsibility for all purchases made by the use of this credit card prior to its surrender to the company.
- 5 This card will be honored for the purchase of the following at Atlantic stations displaying the Atlantic sign:
Atlantic Petroleum Products delivered into car to the capacity of the fuel tank or crankcase only.
Tires, tubes, recapping, batteries and automotive accessories. (Mounting of tires and tubes and installation of batteries and mountable accessories required.)
Lubrication, washing, polishing, tire and battery service.
NO OTHER COMMODITIES OR SERVICES ARE INCLUDED.

★ TIRES — BATTERIES — ACCESSORIES

(Minimum Sales \$20.00)

With your Atlantic credit card, you may pay for your tires, batteries and accessories (minimum sales \$20.00) one-third in 30, 60 and 90 days each. There is no charge for this service. Ask your Atlantic Dealer.

2850

is to your best interest, I want you to call the matter directly to my attention.

All Atlantic Dealer Programs are based on our sincere belief that they will make your sales and profits grow through better service to the motoring public. We in Atlantic think it is our duty to continue to recommend to you those services and products which experience and scientific research have proven best for you and your customers.

Atlantic Dealer Programs are instituted for ~~Your~~ benefit—Yours to accept or reject.

Yours very truly,
J. O. Estlow.

2807

COMMISSION EXHIBIT NO. 208.

The Atlantic Refining Company

Progress through May 21, 1951

	Phila.	Newark	Buffalo	Albany	Syracuse	Boston	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	473	192	128	35	180	281	202	1491
2. Total number of Atlantic dealers and distributors signed to date as direct dealers	16	1	26	5	9	19	6	82
3. Total number of supplying dealers	0	6	2	5	8	33	27	81
4. Lee Tires adjusted:	240	8	45	4	72	79	32	480
5. Batteries adjusted to date	0	0	0	0	0	0	0	0
6. Introductory Display Packages Sold	408	1	130	33	85	175	125	957

2809

COMMISSION EXHIBIT NO. 209.

The Atlantic Refining Company

Progress through May 28, 1951

	Phila.	Newark	Buffalo	Albany	Syracuse	Boston	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	517	302	136	29	180	281	202	1647
2. Total number of Atlantic Supplying Dealers signed direct	16	7	26	7	9	19	21	105
3. Total number of Goodyear dealers and stores acting as supply points	0	25	2	4	8	14	6	59
4. Lee Tires Adjusted	270	6	50	2	74	116	51	569
5. Batteries Adjusted to date	0	0	0	0	0	0	0	0
6. Introductory Display Packages sold	427	1	131	33	85	225	125	1027

60229

VOID

CREDIT CARD

ATLANTIC

EXPIRES
DEC. 31, 1955

ACCOUNT NUMBER

THE ATLANTIC REFINING COMPANY

INCORPORATED 1970

ATLANTIC

Your Atlantic Credit Card will be honored at service stations displaying this sign.

It may also be honored for similar products and services by service stations and dealers of the following companies:

THE OHIO OIL COMPANY

Illinois
Indiana
Kentucky
Michigan

2851

SUPERTEST PETROLEUM CORPORATION, LTD.
in the Provinces of Ontario and Quebec in Canada

Massachusetts
Maryland
Ohio (Eastern)
Pennsylvania
Rhode Island
South Carolina
Vermont
Virginia
West Virginia

CONDITIONS

1. Acceptance of merchandise or service by use of this credit card will constitute agreement as to correctness of price and quantity.
2. All bills are due for payment upon presentation.
3. Credit may be restricted or cancelled and card repossessed at any time without prior notice.
4. If this card is lost or stolen, notify Atlantic in writing at once. The customer whose name appears on the face of this card assumes full responsibility for all purchases made by the use of this credit card prior to its surrender to the company.
5. This card will be honored for the purchase of the following at Atlantic stations displaying the Atlantic sign:
Atlantic Petroleum Products delivered into car to the capacity of the fuel tank or crankcase only.
Tires, tubes, recapping, batteries and automotive accessories. (Mounting of tires and tubes and installation of batteries and mountable accessories required.)
Lubrication, washing, polishing, tire and battery service.
NO OTHER COMMODITIES OR SERVICES ARE INCLUDED.
6. Keep this card in your possession at all times. Do not risk loss of it in the glove compartment.

★ **EXTENDED CREDIT TERMS**
ON TIRES, BATTERIES, ACCESSORIES

With your Atlantic credit card, you may pay for your tires, batteries and accessories (minimum sales \$20.00) on plan in 30, 60 and 90 days each. There is no charge for this service. Ask your Atlantic Dealer.

COMMISSION EXHIBIT NO. 210.

The Atlantic Refining Company

Progress Through August 20, 1951

Commission Exhibit No. 210.

3041

	N. Y.		Phila.	X		Newark	Buffalo	X	Albany	Syracuse	Boston	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	13	571	293	146	1	371	186	296	228	1080	1		
2. Total number of Atlantic dealers and distributors signed direct and acting as supplying dealers	2	14	6	12	2	5	11	5	57				
3. Total number of Atlantic dealers signed direct not acting as supplying dealers	0	2	1	21	3	20	0	2	58				
4. Total number of Goodyear dealers and stores acting as supply points	0	0	17	18	16	18	33	26	123				
5. Lee Tires Adjusted to date	0	465	93	103	1	467	170	92	1144				
6. Battgies Adjusted to date	0	11	8	2	0	1	7	1	30				
7. Introductory Display Packages Sold	13	446	7	154	34	101	230	425	1104				

COMMISSION EXHIBIT NO. 211.

Atlantic Progress Report

Date October 24, 1951

Distribution:

S. J. Heideman, Atlantic
F. W. McConky, Jr., N. E. Div. Mgr., N. Y.
S. A. Gaylord, Mgr., Petroleum Sales, Akron
J. W. O'Neill, Div. Petrol., Rep., Phila.

S. J. Heideman. Atlantic


F. W. McConky, Jr., NE Div. Mgr., N. Y.

S. A. Gaylord, Mgr., Petroleum Sales, Akron

J. W. O'Neill, Div. Petrol., Rep., Phila.

	N. Y.	Phila.	Newark	Buffalo	Albany	Syracuse	Boston	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	13	[637]	203	[155]	42	220	[326]	[253]	[1849]
2. Total number of Atlantic dealers and distributors signed direct and acting as supplying dealers	2	14	6	12	4	5	11	4	58
3. Total number of Atlantic dealers signed direct not acting as supplying dealers	0	2	1	21	1	20	9	3	57
4. Total number of Goodyear dealers and stores acting as supply points	0	0	17	18	16	13	[35]	[30]	[129]
5. Lee Tires adjusted to date	6	[500]	100	[139]	66	[223]	[247]	[137]	[1562]
6. Batteries adjusted to date	6	[31]	8	[14]	1	13	[55]	[10]	[132]
7. Introductory Display Packages Sold	13	442	7	154	34	101	[27]	134	[1152]

Figures in [] indicate change since report of last week.



ATLANTIC

Year Atlantic Credit Card will be honored at service stations displaying this sign.

Connecticut	New Hampshire	Rhode Island
Delaware	New Jersey	South Carolina
Florida	New York	Vermont
Georgia	North Carolina	Virginia
Maryland	Ohio (Eastern)	West Virginia
Massachusetts	Pennsylvania	

It may also be honored for similar products and services by service stations and dealers of the following companies:

THE OHIO OIL COMPANY

Illinois Kentucky
Indiana Michigan
Ohio

SUPERPETROLEUM CORPORATION, LTD.
in the Provinces of Ontario and Quebec in Canada.

ATLANTIC CREDIT CARD

ACCOUNT NUMBER

EXPIRES DEC. 31, 1956

THE ATLANTIC REFINING COMPANY
INCORPORATED IN CANADA

2853
285-3

CONDITIONS

1. Acceptance of merchandise or service by use of this credit card will constitute agreement on the part of the customer of price and quantity.
2. All bills are due for payment upon presentation.
3. Credit may be restricted or cancelled and card repossessed at any time without prior notice.
4. If this card is lost or stolen, notify Atlantic in writing at once. The customer whose name appears on the face of this card assumes full responsibility for all purchases made by the use of this card prior to its surrender to the company.
5. This card will be honored for the purchase of the following items: Atlantic Petroleum Products delivered into car to the capacity of the fuel tank or crankcase only. Tires, tubes, re-capping, batteries and automotive accessories. (Mounting of tires and tubes and installation of batteries and mountable accessories required.) Lubrication, washing, polishing, tire and battery service.
6. **NO OTHER COMMODITIES OR SERVICES ARE INCLUDED.**

Keep this card in your possession at all times. Do not risk loss of it in the glove compartment.

★ EXTENDED CREDIT TERMS

No down payment . . . No carrying charge
With your Atlantic Credit Card, you may pay for your tires, batteries and accessories of \$10.00 up to \$100.00, one-third in 30, 60 and 90 days each. On a balance of \$100.00 or more, you may pay one-sixth each month. **2853-4**
Ask your Atlantic Dealer.

COMMISSION EXHIBIT NO. 212.

Atlantic Progress Report

Date December 24, 1951

Distribution:

S. J. Heideman, Atlantic
 F. W. McConky, Jr., NE Div. Mgr., N. Y.
 S. A. Gaylord, Mgr., Petroleum Sales, Akron
 J. W. O'Neill, Div. Petrol, Rep., Phila.

	N. Y.	Phila.	Newark	Buffalo	(X) Albany	(X) Syracuse	Boston	Hartford	Total
1. Total number of Atlantic dealers signed to date as associate dealers through agreed supply points	13	[638]	203	[157]	[144]	[224]	326	[240]	[1805]
2. Total number of Atlantic dealers and distributors-signed direct and acting as supplying dealers	2	14	6	12	4	6	11	4	55
3. Total number of Atlantic dealers signed direct not acting as supplying dealers	0	2	1	21	1	19	9	3	56
4. Total number of Goodyear dealers and stores acting as supply points	0	0	17	18	16	18	34	30	128
5. Lee Tires adjusted to date	0	[648]	100	[150]	[73]	[254]	[200]	[165]	[1050]
6. Batteries adjusted to date	0	[39]	8	[29]	1	[23]	[69]	[25]	[194]
7. Introductory Display Packages Sold	13	442	7	155	34	101	[208]	134	[1154]

COMMISSION EXHIBIT NO. 215A-B.

3045

FEDERAL TRADE COMMISSION

POCKET NO. 6786 COMMISSION EXHIBIT NO. 215A

IN THE MATTER OF *Bodyco - Atlantic*

DATE *4/20/57* WITNESS

ACE REPORTING CO., Official Reporter

By *Naish*

ATLANTIC

LED- 85251

CREDIT CARD 1950

EXPIRES DEC. 31

EX 215A

VOID

2841

Subject to conditions on reverse side the above named customer is granted credit privileges of

THE ATLANTIC REFINING COMPANY

POCKET NO. 6786 COMMISSION EXHIBIT NO. 215B
FEDERAL TRADE COMMISSION

CONDITIONS

1. All purchases made upon presentation of this card shall be paid for by customer named on the face hereof.
2. Payment is due upon presentation of bill.
3. Acceptance of merchandise or service by holder of this credit card will constitute agreement as to correctness of price and quantity.
4. This card may be honored for purchase of the following at Service Stations displaying the sign, "Atlantic Credit Cards Honored Here":
Atlantic Petroleum Products.
Tires, tubes, batteries and accessories. (Mounting of tires and tubes and installation of batteries and mountable accessories required.)
Washing, lubrication, tire and battery service.
NO OTHER COMMODITIES OR SERVICES ARE INCLUDED.
5. Credit may be cancelled or restricted at any time without notice.
6. If card is lost or stolen notify ATLANTIC in writing at once.

2842

FEDERAL TRADE COMMISSION

DOCKET NO. 6488

COMMISSION
RESPONDENT

EXHIBIT NO. 216A

IN THE MATTER OF *Gasolene & Atlantic*DATE *4-15-72* WITNESS _____

ACE REPORTING CO., Official Reporter

By *Thursh*

1 5518

CX 216A

ATLANTIC

VOID 2843

*Subject to conditions on reverse side the above
named customer is granted credit privileges of*

THE ATLANTIC REFINING COMPANY

CREDIT CARD EXPIRES DEC. 31, 1951

FEDERAL TRADE COMMISSION

DOCKET NO. 6488

COMMISSION
RESPONDENT

EXHIBIT NO. 216B

CONDITIONS

1. All purchases made upon presentation of this card shall be paid for by customer named on the face hereof.
2. Payment is due upon presentation of bill.
3. Acceptance of merchandise or service by holder of this credit card will constitute agreement as to correctness of price and quantity.
4. This card may be honored for purchase of the following at Service Stations displaying the sign, "Atlantic Credit Cards Honored Here":

Atlantic Petroleum Products.

Tires, tubes, batteries and accessories. (Mounting of tires and tubes and installation of batteries and mountable accessories required.)

Washing, lubrication, tire and battery service.

NO OTHER COMMODITIES OR SERVICES ARE INCLUDED.

5. Credit may be cancelled or restricted at any time without notice.
6. Card is lost or stolen notify ATLANTIC in writing at once.

R3

2844

COMMISSION EXHIBIT NO. 217A-B. 3047

FEDERAL TRADE COMMISSION
DOCKET NO. 6986 COMMISSION EXHIBIT NO. 217A
IN THE MATTER OF *Goodyear - Atlantic*
DATE *4/4/57* WITNESS
ACE REPORTING CO., Official Reporter
By *Howell*

ATLANTIC	ACCOUNT NUMBER	
	20	1604
CX 217A	VOID	
	2845	

Subject to conditions on reverse side the above framed customer is granted credit privilege of
THE ATLANTIC REFINING COMPANY
CREDIT CARD EXPIRES DEC. 31, 1952

FEDERAL TRADE COMMISSION
DOCKET NO. 6986 COMMISSION EXHIBIT NO. 217B

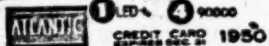
0612

CONDITIONS

1. The customer whose name appears on the face of this card assumes full responsibility for all purchases made by the use of this credit card prior to its surrender to the company.
2. All bills are due for payment upon presentation.
3. Acceptance of merchandise or service by holder of this credit card will constitute agreement as to correctness of price and quantity.
4. This card may be honored for the purchase of the following at Atlantic stations authorized to honor Atlantic credit cards:
Atlantic Petroleum Products.
Tires, tubes, recapping, batteries and automotive accessories recommended by Atlantic. (Mounting of tires and tubes and installation of batteries and mountable accessories required.)
Lubrication, washing, polishing, tire and battery service.
NO OTHER COMMODITIES OR SERVICES ARE INCLUDED.
5. Credit may be restricted or cancelled and card repossessed at any time without prior notice.
6. If this card is lost or stolen, notify Atlantic in writing at **2846**

CREDIT CARD GUIDE

VERIFY THIS CARD



John J. Doe
Main St.,
Yourtown, Pa.

Subject to conditions on reverse side the above named customer is granted credit privileges of THE ATLANTIC PETROLEUM COMPANY



Presentation of a currently valid Atlantic Credit Card is necessary for credit. Products sold on other identification are sold at your own risk.

WHAT YOU MAY SELL ON AN ATLANTIC CREDIT CARD

ATLANTIC PETROLEUM PRODUCTS

88-Air, White Flash—Tank Capacity
Atlantic Motor Oil—Crane Case Capacity
13-gal. case goods
and all Atlantic Petroleum Products

SERVICE

Atlantic Lubrication, Tire & Battery Service, Washing and Polishing.

TIRES, BATTERIES & ACCESSORIES

NEW LOW TIRES & TUBES—Up to \$50. Above \$50, require Credit Department approval. Tires must be mounted. Accessories must be installed. Copy of Low Tire Warranty must be attached to invoice (B-1397).

ANTI-FREEZE—Vehicle Requirements

No other commodities or services to be included. Such items as car repairs, radars, garage rent and parking charges, are not acceptable.

Send summary of Credit Card sales (Form B-268) to Atlantic weekly with an EXTRA slip to reach company office the 33rd of each month.

Sales made contrary to these instructions will be charged back to you.

- 1 Fill in ledger number.
- 2 Show date of sale.
- 3 Print name and address as shown on Credit Card.
- 4 Secure number from top of Credit Card.
- 5 Copy license number of vehicle and state.
- 6 Show products, quantity, price including tax and amount of sale.
- 7 Have customer sign.
- 8 Stamp dealer's station code number on four copies.

Check expiration date of Credit Card

Four copies should be legible

68808-23

678-334 WESTMORE, N. J.
Haddon & Maple Avenue

John J. Doe

100 MAIN STREET
Yourtown, Pa.

10000

DATE	TIME	PRICE	TAX	TOTAL	AMOUNT
7	7	25	2	27	27

TERMS

68808-40

678-334 WESTMORE, N. J.
Haddon & Maple Avenue

John J. Doe

100 MAIN STREET
Yourtown, Pa.

10000

DATE	TIME	PRICE	TAX	TOTAL	AMOUNT
7	7	25	2	27	27

TERMS

EXTENDED TERMS—Minimum sales—\$15.00

There will help you make sales which would be lost if it were necessary to sell on regular terms.

Extended terms apply to new low tires & tubes, brake batteries and accessories supplied by Atlantic.

Subject to instructions to above.

Payment schedule B-139

Minimum terms:
15 10th day following sale.
10 10th day following sale.
15 10th day following sale.

Mark "TERMS" clearly on the invoice when the regular terms do not apply. Attach copy of Low Tire Warranty.

GOOD YEAR

The Goodyear Tire & Rubber Company, Inc.

1100 BROAD ST.
NEWARK 5, N. J.

July 7, 1950

The Atlantic Refining Company
260 South Broad Street
Philadelphia 1, Pennsylvania

Attention: Mr. Leon Jerven
Assistant Comptroller

Gentlemen:

A brief explanation is deemed necessary, in connection with the attached 6-1204.

Because the sales program did not get fully under way until the middle of June, and the necessary details in setting-up supply points, establishing credit limits, etc., plus the fact that our District books close on the 30th, sales credited for the month of June represent only a small fraction of the total actually due to Atlantic accounts.

These sales will, however, be picked up in July and reported, and we are confident that a satisfactory volume of business will be shown.

Very truly yours,

THE GOODYEAR TIRE & RUBBER CO., INC.

Staff
District Operations Manager

Paul Castellberry Jr.

FEDERAL TRADE COMMISSION
DOCKET NO. 148
IN THE MATTER OF *Goodyear, et al.*
DATE *7/1/50* WITNESS
REPORTING CO., Official Reporter
W. M. M. M.

COMMISSION EXHIBIT NO. 226B.

3055

THE ATLANTIC COAST LINE
JUNE 32 1930

COMMISSION

New Tires & Tubes

Batteries (incl. Resolute) & Cables

Resolute Batteries

Car & Home Supplies, Etc.

Total

Amount	Rate	Amount
268	10%	26.80
0	10	0
0	7 1/2	0
63	10	6.30
<u>271</u>		<u>33.10</u>

Issued July 14, 1930

FEDERAL TRADE COMMISSION
DOCKET NO. 6446 EXHIBIT NO. 226B

THE GOODYEAR TIRE & RUBBER COMPANY INC.

THE ACCOMPANYING CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS STATED HEREON

ABOVE AMOUNT COVERS COMMISSION OF PURCHASES OF GOODYEAR PRODUCTS BY YOUR DEALERS
PERIOD JUNE 12, 1950 THROUGH JUNE 20, 1950.

54822

DISCOUNT

27.10

FEDERAL TRADE COMMISSION

EXHIBIT NO. 226C

GOODYEAR EXHIBIT NO. 226C

PLEASE DETACH THIS STATEMENT REPORT

DOCKET NO. 226C

REPORT OF PURCHASES FROM GOODYEAR BY OIL COMPANY ACCOUNTS

Name of Oil Company—

On County Division or District Office

300 years Field Hosp. Name

Geodyear District

Resort of Purchases for Period of...

Oil Co. Sales Area.

Term. 4.

[illegible]

APPROVED GOODMAN C. & M. JOHNS
OIL CO. FRANCHISE JOHNS ON DISTRIBUTION
OIL CO. DEALER (NOT JOHNS ON DISTRIBUTION)

This column provided for Oil Company to be seen they decide further sales

~~FEDERAL TRADE COMMISSION~~
~~DOCKET NO. 846~~

FEDERAL TRADE COMMISSION
DOCKET NO. 14186
EXHIBIT NO. 226E

2875

REPORT OF PURCHASES FROM GOODYEAR BY OIL COMPANY ACCOUNTS

Name of Oil Company THE ATLANTIC COAST LUBRICATING CO. INC.
 Oil Company Division or District Office Newark, N. J.
 Goodyear Field Repr. Name Terr. =
 Goodyear District Report of Purchases for Period of to
Oil Co. Sales Area

AMOUNT OF PURCHASES (NET TO NEAREST DOLLAR)

YEAR TO DATE

CURRENT MONTH

ACTY CLASS

ADDRESS

TRADE NAME

NAME OF PROPRIETORS

=

 C & H
 Gross Sales
 Net Sales
 Gross Profit
 Net Profit
 C & H
 Gross Sales
 Net Sales
 Gross Profit
 Net Profit

 C & H
 Gross Sales
 Net Sales
 Gross Profit
 Net Profit

 C & H
 Gross Sales
 Net Sales
 Gross Profit
 Net Profit

 C & H
 Gross Sales
 Net Sales
 Gross Profit
 Net Profit

 C & H
 Gross Sales
 Net Sales
 Gross Profit
 Net Profit

 C & H
 Gross Sales
 Net Sales
 Gross Profit
 Net Profit

 C & H
 Gross Sales
 Net Sales
 Gross Profit
 Net Profit

 C & H
 Gross Sales
 Net Sales
 Gross Profit
 Net Profit

 30.2nd Spring St.
 Westfield, N.J.

May, 29

 Main & 1st St.
 Westfield, N.J.

 105 Front St.
 Newark, N.J.

 Jefferson Ave.
 Westwood, N.J.

 14th & Washington Pl.
 Westwood, N.J.

 14th & Erie
 Jersey City, N.J.

 57 A. Park Ave.
 New York, N.Y.

 Hudson Blvd.
 Leonard St.
 Jersey City, N.J.

 Main & Bond Sts.
 Camden, N.J.

 Main & Alexander
 Edison, N.J.

 Rt. 6, 11-11th St.
 Newark, N.J.

 Blackwell & 1st
 Dover, N.J.

 Market & McCullough
 Morrisstown, N.J.

 APPROVED GOODYEAR C. & M. JOHNS
 OIL CO. FRANCHISE JUBEN OR DISTRIBUTION
 OIL CO. DEALER (NOT JOHNS OR DISTRIBUTION)

J. Seale

J. C. Cole

Leonard Leone

J. Seale

J. Seale

J. Seale

J. Seale

J. Seale

J. Seale

J. Seale

J. Seale

J. Seale

J. Seale

J. Seale

J. Seale

J. Seale

J. Seale

J. Seale

J. Seale

REPORT OF PURCHASES FROM GOODYEAR BY OIL COMPANY ACCOUNTS

Name of Oil Company-

THE ATLANTIC REPUBLISHING COMPANY

Oil Company Division or District Office Newark, N. J.

Report of Purchases for Period

193.—

Country Club, New York

Test. # —

#	NAME OF PROPRIETORS	TRADE NAME	ADDRESS	AMOUNT OF PURCHASES (NET TO NEAREST DOLLAR)				YEAR TO DATE			
				CURRENT MONTH		PREVIOUS MONTH		CURRENT YEAR		PREVIOUS YEAR	
				New Sales Yr-to-Date	Compared Sales Yr-to-Date	New Sales Yr-to-Date	Compared Sales Yr-to-Date	New Sales Yr-to-Date	Compared Sales Yr-to-Date	New Sales Yr-to-Date	Compared Sales Yr-to-Date
			Central & Passaic Ave E. Newark, N.J.								
	Mike Dombrowski		Main & High Orange, N.J.								
	E. L. Bryant		Bloomfield & Roseville Newark, N.J.								
	Anthony Galasso		Hallstead & McKinley E. Orange, N.J.								
	V. LaPointe		All Central Orange, N.J.								
	J. H. Plumstead & E. L. Overton		W. Park & Springdale E. Orange, N.J.								
	Art. Kosny		Central & Steuben E. Orange, N.J.								
	B. W. Tyler		10th & Straight St. Paterson, N.J.								
	Leo Elvin		St. & River Paterson, N.J.								
	John Mitchell		Paterson, N.J.								
	Mathias Bros.		Albany & Peace New Brunswick, N.J.								
	David Eckert		St. 26 So. Brunswick, N.J.								
	S. Jackiewicz		Rt. 25 & Amboy Ave. Methuen, N.J.								
	I. Trosel		Lockbridge & Carney Highland Park, N.J.								
	Chusler & Garraza		Rt. 25 Foodbridge, N.J.								
	J. & J. Service Sta.		Katzen & Half Acre Jamaica								
	Ed. Schubert		Broad & Main Matahan, N.J.								

* This column provided for Oil Company
see to "see" they desire further sales
see to "see" they desire further sales

This column provided for Oil Company
use in case they desire further sales

APPROVED GOODYEAR C. A. E. JORDEN
OIL CO. FRANCHISE JORDEN OR DISTRIBUTOR
OIL CO. DEALER (NOT JORDEN OR DISTRIBUTOR)

$$\begin{array}{r} \text{X} \cdot \text{X} \cdot \text{X} \\ \text{X} \cdot \text{X} \cdot \text{X} \\ \hline \text{X} \cdot \text{X} \cdot \text{X} \end{array}$$

2876

REPORT OF PURCHASES FROM GOODYEAR BY OIL COMPANY ACCOUNTS

0-1284 0-289

Name of Oil Company **THE ATLANTIC REFINING COMPANY**

Goodyear District

Oil-Company Division or District Office Keweenaw, N. D.

Report of Purchases for Period of:

10—195.

Goodyear Field Repr. Name.

Cont. 3-

Oil Co. Sales Area.

[illegible]

This column provided for Oil Company
 ships in case they desire further sales
 break-down.

APPROVED GOODYEAR C. & E. JOHNS
OIL CO. FRANCIS JONES ON DISTRIBUTION
OIL CO. DEALER (NOT JONES ON DISTRIBUTION)

FEDERAL TRADE COMMISSION
DOCKET NO. 6886

2879

3062

COMMISSION EXHIBIT NO. 227A.

THE ATLANTIC REFINING COMPANY
PETROLEUM PRODUCTS

220 NORTH SECOND STREET

PHILADELPHIA 1, PA.

August 18, 1950

ELLIOTT
CONTROLLER

C. D. MOE

Good Year Tire & Rubber Co.
1144 East Market St.
Akron 16, Ohio

Gentlemen:

We thank you for your check "3407" in the amount of \$1,334.40 covering commission on purchases of Good Year products by our dealers for the period from June 21 through July 20.

We note however that within the 7 1/2% commission due on sales of Roadster batteries was not included in your remittance. Roadster battery sales were \$20 which would result in a commission of \$1.50.

In our first letter to be in error, please include the \$1.50 commission with our next remittance.

Very truly yours,

Assistant Controller

FEDERAL TRADE COMMISSION
DOCKET NO. 6486 COMMISSION EXHIBIT NO. 227A
IN THE MATTER OF *Good Year - Akron*
DATE *4/4/51* WITNESS
ACE REPORTING CO., Official Reporter
By *Nauck*

2879

FEDERAL TRADE COMMISSION

The Goodyear Tire & Rubber Company, Inc.

DOCKET NO. 6486

DISCOUNT

834.98

THE ACCOMPANYING CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS STATED HEREIN.

ABOVE AMOUNT COVERS COMMISSION OF GOODYEAR PRODUCTS
 BY YOUR DEALERS. PERIOD JUNE 21, 1950 THROUGH JULY 20, 1950.

1334.40

PLEASE DETACH THIS STATEMENT BEFORE DEPOSITING

2830

REPORT OF PURCHASES FROM GOODYEAR BY OIL COMPANY ACCOUNTS

● 2016年12月

Name of Oil Company-

THE ATLANTIC RECORDING COMPANY

Name of Oil Company THE ATLANTIC REFINING CO.
Company Division or District Office Newark, N. J.

THE ATLANTIC REFINING COMPANY

Goodyear® District

District 11
Report of Purchases for Period of _____

Oil Co. Sales Area

[illegible]

REPORT OF PURCHASES FROM GOODYEAR BY OIL COMPANY ACCOUNTS

Name of Oil Company THE ATLANTIC REFINED COMPANY

Company Division or District Office Newark, N. J.

Goodyear Field Rep. Name

Terr. #

Goodyear District

Report of Purchases for Period of July 1, 1934 to July 31, 1934

Oil Co. Sales Area

#	NAME OF PROPRIETOR	TRADE NAME	ADDRESS	AMOUNT OF PURCHASES (NET TO NEAREST DOLLAR)					YEAR TO DATE		
				Current Month	Current Month	Previous Month	Previous Month	Previous Month	Previous Month	Previous Month	Previous Month
				Net Sales	Net Sales	Net Sales	Net Sales	Net Sales	Net Sales	Net Sales	Net Sales
				186	110	186	110	186	110	186	110
				476	14	476	14	476	14	476	14
				17		17		17		17	
				25		25		25		25	
				405		405		405		405	
				159	86	159	86	159	86	159	86
				36		36		36		36	
				1304	210	1304	210	1304	210	1304	210
				41		41		41		41	
				2886		2886		2886		2886	

APPROVED GOODYEAR & M. JOHNS
GIL CO. FRANCHISE JOHNSON OR DISTRIBUTION
OIL CO. DEALER (NOT JOHNSON OR DISTRIBUTION)

FEDERAL TRADE COMMISSION
SECRET NO. 44-100-10000-22746

REPORT OF PURCHASES FROM GOODYEAR BY OIL COMPANY ACCOUNTS

Name of Oil Company THE ATLANTIC REFINING COMPANY

Oil Company Division or District Office Newark, N. J.

Goodyear Field Rep. Name

Goodyear District

Report of Purchases for Period of

Page 2

Oil Co. Sales Area

#	NAME OF PROPRIETORS	TRADE NAME	ADDRESS	AMOUNT OF PURCHASES (NET TO NEAREST DOLLAR)				YEAR TO DATE			
				For May	For June	For July	For Aug.	For May	For June	For July	For Aug.
				1615	21		26	1615	21		26
	John E. Giesse	Geckil Auto Supply	28. 20 & Cooper Ave. Laurieville, N. J.								
	W. J. Greenman	Willie's Bar. Center	Campbell Junction Belmont, N. J.								
	John Gural		115 Water St. Paterson, N. J.								
	H. J. Michael		Spring & Garden Sts. Elizabeth, N. J.	37	26		38	37	26		38
	James Hendrix		Wain & Main Sts. Trenton, N. J.								
	H. J. Herter		Jefferson Ave. East Wood, N. J.	12	0		3	12			3
	H. Hollander		201 Main St. Glen Rock, N. J.	68				68			
		Ed's Atl. Ser.	W. 17, Westerville Ave H. Plainfield, N. J.								
		Maple Motors Inc.	870 Broad St. Kearny, N. J.								
	Debra & Remano		61 1st St. Gutten & Main Sts								
		Deluxe Ser. Sta.	200 River St. Paterson, N. J.								
		J & J Ser. Sta.	701 Garden St. Elizabeth, N. J.	237			212	237			212
	Joseph Jablonski		Jefferson & Corlies South Plainfield, N. J.								
	E. Jensen										
	John B. Jurek										

FEDERAL TRADE COMMISSION
EXHIBIT NO. 227J

25888

GOODYEAR
DIVISION OF
GENERAL MOTORS

02

THE GOODYEAR TIRE & RUBBER COMPANY, INC.

CASH

THE ACCOUNTING CHECK IS IN FULL SETTLEMENT OF ACCOUNT AS STATED HEREON

I HEREBY ACKNOWLEDGE RECEIPT OF PURCHASES OF GOODYEAR PRODUCTS BY YOUR DEALERS.

PERIOD JULY 21, 1950 THROUGH AUGUST 20, 1950.

DISCOUNT

84849

3492.63

PLEASE DETACH THIS STATEMENT BEFORE DEPOSITING

4890

REPORT OF PURCHASES FROM GOODYEAR BY OIL COMPANY ACCOUNTS

N.O. of Oil Company.....THE ATLANTIC PETROLEUM COMPANY

N.A. of Oil Company-

Oil Company Division or District Office

~~Hearts, 3, 3,~~

Goodtype Field Rep. Name:

Test. # -

Geodyne District

Report of Purchases for Period of July 21 to August 1, 1914
Oil Co. Sales Area

Oil Co. Rules Area

NAME OF PROPRIETORS	TRADE NAME	ADDRESS	CURRENT MONTH				YEAR TO DATE			
			AMOUNT PAID FOR OIL	AMOUNT PAID FOR LUBRICANTS	AMOUNT PAID FOR TIRE	AMOUNT PAID FOR OTHER	AMOUNT PAID FOR OIL	AMOUNT PAID FOR LUBRICANTS	AMOUNT PAID FOR TIRE	AMOUNT PAID FOR OTHER
Walter M. Eshen		200 N. Ave Central, N. J.	34				209	120	93	
Joseph A. Rush		254 South St. Camden, N. J.							34	
S. Witcover		18th St. Carter New York City, N. Y.	139				175			
Gerard Kootman		100 N. Ave Long Beach, N. J.	38.10	420	391	286	7118	420	391 286	
Larson Yetter		100 N. Ave Long Beach, N. J.	209			14	246	26	53	
John Burch	Springfield	212 1/2 St. N. Ave	82				82			
Al Mathew	536 Broadway	Long Beach, N. J.	448	38			448	38		
Senathia S. Somerville	21st St. N. Ave	Long Beach, N. J.								

APPROVED GOODPASTER C. & E. JOSEPH
OIL OR FRANCHISE JOSEPH OR DISTRIBUTOR
OIL CO. DEALER (NOT JOSEPH OR DISTRIBUTOR)

Oil provided for Oil Company
use they desire further, same
1944.

2893

REPORT OF PURCHASES FROM GOODYEAR BY OIL COMPANY ACCOUNTS

Name of Oil Company THE ATLANTIC PETROLEUM COMPANY

Goodman District

Oil Company Divisions or District Office _____, Newark, N. J., _____

Report of Purchases for Period of

[illegible]

Oil Co. Sales Area

[illegible]

columns provided for Oil Company
that is, that they don't further sales
break-down.

THE TRADING COMPANY

Ministry of Oil Company

Oil Company Division or District Office

10

Geodyner Field Rev. Name

Test. 2.

Qin Co. Sales Area

Result 1

Report of Purchases for Period of July 1st to August 31st in August m.o.[illegible]

claims provided for Oil Company
case they desire further action.
set down.

UNAPPROVED GOOD YEAR C. & E. JOHNSON
OIL CO. FRANCHISE JOHNSON OR DISTRIBUTOR,
OIL CO. DEALER NOT JOHNSON OR DISTRIBUTOR

28954

REPORT OF PURCHASES FROM GOODYEAR BY OIL COMPANY ACCOUNTS

Name of Oil Company THE ATLANTIC REFINING COMPANY

Goodman District

Oil Company Divisions or District Offices Newark, N. J.

Report of Purchases for Period of Jan 9 to Feb 10

Goodyear Field Rep. Name _____ Totl. # _____

Oil Co. Sales Area

Test #

[illegible]

REPORT OF PROGRESS COMPANY

THE PLASTIC REFORMATION COMPANY

10

●

●

Goodyear District

Report of Purchases for Period of

Oil Co. Sales Area

[illegible]

REPORT OF PURCHASES FROM GOODYEAR BY OIL COMPANY ACCOUNTS

Name of Oil Company THE ATLANTIC PETROLEUM COMPANY

Goodyear District

Oil Company Division or District Office

Report of Purchases for Period of _____

Goodyear Field Rep., Nema.

Int. #

On Co. Sales Area

[illegible]

REPORT OF PURCHASES FROM GOODYEAR BY OIL COMPANY ACCOUNTS

THE ATLANTIC REFINING COMPANY

Goodman District

[illegible]

Levent, N. I.

Report of Purchases for Period of Feb 1932 to Aug 1932 1932

Goodyear Field Rep. Name _____

Temp. #

Oil Co. Sales Area

[illegible]

THE ATLANTIC FERTILIZER COMPANY.

Name of Oil Company-

Oil Company Division or District Office

Newark, N. J.

Goodyear Field Repr. Name _____

Terr. #—

Goodyear District

Report of Purchases for Period of

Oil Co. Sales Area

[illegible]

Part B

82. claims provided for Oil Company use in case they desire further sales break-down.

APPROVED GOODYEAR C. & E. JOBBES
OIL CO. FRANCHISE JOBBES OR DISTRIBUTOR
OIL CO. DEALER (NOT JOBBES OR DISTRIBUTOR)

3084

COMMISSION EXHIBIT NO. 247A.

247-A

FEDERAL TRADE COMMISSION

James Earl Ray, Jr. et al. vs. Goodyear No. 247A

IN THE MATTER OF *James Earl Ray, Jr. et al.*

DATE *4-18-57* WITH *SS*

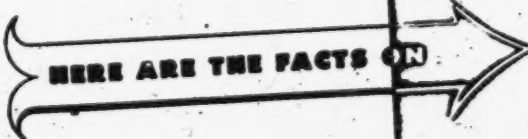
ACE REPORTING Co. Official Reporter

By *Thomson*

GOODYEAR

TBA

is a natural for
plus sales
and profits



HERE ARE THE FACTS ON

Market
Potentials

Profits
Available

Inventory
Requirements

3274

GOOD YEAR

Gives you real facts on the Profits Available



HERE'S A WORTH WHILE OPPORTUNITY

Are you selling your share?

A recent study of the motoring public proves that you should be selling a good percentage of your regular customers their entire needs for TBA merchandise.

This program will show you your potential sales — let you know if you're getting your share. This means profits which you can figure very closely.

TBA IS VITAL TO YOUR GASOLINE BUSINESS.

Most important to you — you must offer TBA merchandise to your customers, if you hope to retain and increase your gasoline business.

TBA IS A NATURAL FOR SERVICE STATIONS

Service stations are important factors in the distribution of tires, batteries and accessories. It's a natural — every time a tankful of gasoline is consumed by the customer, his car is using up its tires, battery and accessories... the need for TBA is created in direct proportion to gasoline consumed. Your regular customers visit you frequently while using up these products; you are first to know about the need for replacements... and you have the first chance to make the sale.

Merchandisers who are slow to recognize this trend — already accepted by leading dealers — will find it difficult to keep their regular gasoline customers. Motorists will buy where they can get complete service: petroleum products, plus tires, batteries and accessories. The business is yours for the asking!

BUT, SERVICE STATION OPERATORS ARE FED UP WITH FLASHY STATISTICS

"Super" inventory controls... Potentials... so called "Simple" merchandising schemes with over-optimistic graphs and figures that would take a platoon of accountants to interpret... sales projections from some "Mahogany Desk" are seldom welcome news to the service station operator. SO, LET'S THROW-OUT THE COMPLICATED STATISTICS AND GET DOWN TO EARTH WITH A CLEAN PLAN THAT ANSWERS ALL THE QUESTIONS.

GOODYEAR HAS A PLAN BASED ON ACTUAL SALES EXPERIENCE OF THOUSANDS OF SERVICE STATION OPERATORS

A profitable business in tires, batteries and accessories is built on giving the customer what he wants when he wants it. Goodyear has evolved a merchandising policy which offers to Service Station Dealers a line of the fastest moving tires, batteries and accessories providing plus profits... with PROMPT REPLENISHMENT of out-of-stock merchandise.

THE PLAN IS SHORT, SIMPLE, AND EASY TO FOLLOW.

According to sales records available to us, the needs for service stations can be fitted into three common gallonage brackets. For each bracket, a group of popular tires, batteries and accessories has been determined to best suit their needs. Thus, the service station carries a streamlined stock... prompt replenishment is made. Warehousing is simplified for both the supplier and the service station. The need for replacements is automatically forecasted... the danger of uncertain turnover is eliminated.

MERCHANDISE CARRIED IN STOCK IS BASED ON GALLONAGE

This step by step plan will answer all the questions: What is the market for Tires, Batteries and Accessories? What does the consumer want? Where does he buy?

What opportunities does this offer the service station dealer?

How much investment is needed? *3412.50*
How much profit? *512.50*
How much inventory? *18312-1*

CREATED BY M.D.C. 25
5/12/58
1-21589
1978
ATTORNEY AT LAW

3275

52743

18312-1

2

11112

PLANNING

in Tires, Batteries and Accessories

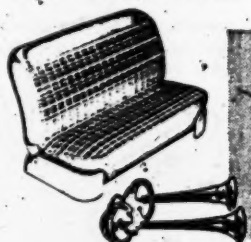
HERE IS WHAT ALL MOTORISTS WILL BUY THIS YEAR



TIRES
\$860,200,000



BATTERIES
\$329,875,000



ACCESSORIES
\$680,041,000

What will be your share of this market?

Take a look at what each motorist will probably buy this year



PER 1,000 GALLONS GASOLINE

Tires	\$37.08
Batteries	14.22
Accessories	29.25
Total	\$80.55

The average motorist will drive his car 9600 miles and will buy 640 gallons of gasoline. The sale of gasoline automatically creates a demand for TBA merchandise. That business is yours if you go after it.



PER CAR PER YEAR

Tires	\$23.73
Batteries	9.10
Accessories	18.82
Total	\$51.65

The potential for each motorist stresses the importance of regular customers. Your total annual potential is easy to figure . . . just multiply your total customers by the per car average given above.

3276

Co # mda Sub G.d.s
1-21887 3071

What are the opportunities for the Service Station Dealer this year?

Studies of actual performance show that service station TBA sales break down as follows:

TIRES - TUBES	44.0%
BATTERIES	14.4%
ACCESSORIES	39.6%

Accessories break down as follows:

Seat Covers	28.3%	Battery Cables	3.3%
Mufflers	12.2%	Wiper Arms	2.1%
Spark Plugs	11.8%	Wiper Blades	4.0%
Lamp Bulbs	4.2%	Mirrors	1.7%
Oil Filters	5.8%	Fan Belts	2.5%
Polishes-Waxes	3.4%	Radiator Hoses	4.3%
Radiator Clean.	3.4%	Miscellaneous	6.3%

Past experience with thousands of service stations shows that they are actually buying from us and selling for every 1,000 gallons of gasoline pumped an average of . . .

TIRES AND TUBES	\$23.65
BATTERIES	7.25
ACCESSORIES	10.40
TOTAL	\$41.30

Especially sales-minded stations, with the same package, are exceeding these figures month after month.

Here are the facts taken from most recent sales records of thousands of service stations selling TBA merchandise

AVERAGE ANNUAL SALES PER STATION SELLING 10,000 GALLONS OF GASOLINE PER MONTH

TIRES	\$2838.00
BATTERIES	870.00
ACCESSORIES	1248.00
TOTAL	\$4956.00

Service stations selling TBA products, with an average of about 10,000 gallons per month, have been selling in accordance with the above figures. It is conservative to estimate on the above basis because many dealers can, and do, exceed these figures. High pressure sales efforts are not essential. To do the job requires only friendly suggestive selling and an inventory that satisfies the motorists needs promptly.

WHAT IS THE PROFIT?

LET'S FIGURE YOUR PROFIT IF YOU DO ONLY AN AVERAGE JOB

- Determine the annual gallonage of your station - let's say it is 120,000 gallons.
- Your average sales based upon actual past performance should be -

TIRES	\$2,838.00
BATTERIES	870.00
ACCESSORIES	1,248.00
TOTAL	\$4,956.00
- Average margin 28% Est.
(Based on proper merchandising of used tires, accessories and batteries)
- $28\% \times \$4,956.00 = \$1,387.68$ profit
- Consider - the average service station is doing this today. You can easily surpass it by proper stocking and sales effort.

HOW MUCH INVESTMENT NEEDED?

To do an average job you must carry an adequate well balanced stock

See Page 5 for three different Dealer Suggested Stocks and inventory check lists. The selection of items and quantities is based upon actual experience on the movement of this merchandise through service stations.

They are selected to give you the maximum return on the lowest possible investment. The recommended stock has been held down to a very conservative level. Experience proves that many inventories much higher have proven profitable.

Select the assortment corresponding to your gallonage and most suitable to your facilities. Keep the inventory

in balance and you are well on your way to this additional profit. Of course, you can always improve upon the average by adding the many optional plus profit items which are shown in the Goodyear Car & Home Catalog.

These selections eliminate the guess in what you should carry in stock. The quantities indicated are in direct proportion to actual sales performance. Supplement your present inventory with the items needed to balance your stock.



IT'S EASY TO SELECT A BALANCED STOCK

- 1 Assortment is for the average service station pumping less than 10,000 gallons of gasoline per month. Every service station should have these automotive necessities.
- 2 Assortment is for the larger gallonage service station pumping from 10,000 to 15,000 gallons of gasoline per month.
- 3 Assortment is for the larger gallonage service station pumping over 15,000 gallons of gasoline per month.

Your costs on these inventories are surprisingly low. Observe the following close estimates:

Tires and Tubes	\$435.00	Tires and Tubes	\$802.00	Tires and Tubes	\$1,458.00
Batteries	131.00	Batteries	205.00	Batteries	375.00
Accessories	258.00	Accessories	525.00	Accessories	858.00
Total	\$824.00	Total	\$1,532.00	Total	\$2,691.00

3278

Costs - 12-25 1-2-1957

You can't miss with these
proven best sellers

GOODYEAR

**TIRE, TUBE, BATTERY AND ACCESSORY INVENTORIES
FOR
SERVICE STATION DEALERS**

		Suggested Stock				
Size	Description	No. 1	No. 2	No. 3	Quantity On Hand	To Order
PASSENGER TIRES						
6.00-16	Deluxe	8	12	18		
	Marathon	4	4	6		
6.25/6.50-16	Deluxe	4	4	6		
	Marathon	2	2	2		
6.70-16	Super-Cushion	2	4	4		
7.60-16	Super-Cushion	1	2	4		
7.60-15	Super-Cushion	1	2	4		
6.25/6.50-15	Deluxe	1	2	4		
	Marathon					
7.10-15	Super-Cushion	1	2	2		
7.00-15	Deluxe	1	2	2		
5.25/5.50-17	Deluxe	2	2	2		
	Marathon					
6.70-15	Super-Cushion		2	2		
8.20-15	Super-Cushion		2	2		
7.00-16	Deluxe		1	2		
PASSENGER TUBES						
6.00-16	Deluxe H.D. Black	12	18	24		
6.25/6.50/6.70-16	Deluxe H.D. Black	6	6	12		
7.00/7.60-15	Deluxe H.D. Black	4	4	6		
6.50/6.70-15	Deluxe H.D. Black	2	3	4		
5.25/5.50-17	Deluxe H.D. Black	2	2	3		
7.00/7.60-16	Deluxe H.D. Black	2	2	3		
7.50/8.20-15	Deluxe H.D. Black	2	2	3		
7.10-15	Deluxe H.D. Black		1	2		
LIFEGUARDS						
6.00-16	LifeGuards			2		
6.25/6.50/6.70-16	LifeGuards			2		

AUTO ACCESSORIES EVERY SERVICE STATION SHOULD HANDLE

Description	Stock No.	Dealer Suggested Stock			Quantity On Hand	To Order
		No. 1	No. 2	No. 3		
SEAT COVERS						
Universal Fibre - Coach - Maroon	022-7001	2	2	2		
Universal Fibre - Coach - Blue	7002					
Universal Fibre - Coach - Maroon	7005	1	1	1		
Universal Fibre - Coach - Blue	7006	1	2	2		
Universal Fibre - Coach - Maroon	7013	1	2	2		
Universal Fibre - Coach - Blue	7014	1	2	2		
Universal Fibre - Coupe - Maroon	7015	1	2	2		
Universal Fibre - Coupe - Blue	7016	1	2	2		
Universal Fibre - Coupe - Maroon	7029	1	2	2		
Universal Fibre - Coupe - Blue	7030	1	2	2		
Universal Fibre - Sedan - Maroon	7017	2	2	2		
Universal Fibre - Sedan - Blue	7018	2	2	2		
Universal Fibre - Sedan - Maroon	7019	2	2	2		
Universal Fibre - Sedan - Blue	7020					
Universal Fibre - Sedan - Maroon	7023		1	1		
Universal Fibre - Sedan - Blue	7024					
Universal Fibre - Sedan - Maroon	7031	1	2	2		
Universal Fibre - Sedan - Blue	7032	1	2	2		
Universal Fibre - Sedan - Maroon	7033	1	2	2		
Universal Fibre - Sedan - Blue	7034					
Universal Plastic - Coupe - Maroon	7301					
Universal Plastic - Coupe - Blue	7302	1	1	2		
Universal Plastic - Coupe - Green	7303					
Universal Plastic - Coupe - Maroon	7310					
Universal Plastic - Coupe - Blue	7311	1	1	2		
Universal Plastic - Coupe - Green	7312					
Universal Plastic - Coupe - Maroon	7313					
Universal Plastic - Coupe - Blue	7314	1	1	2		
Universal Plastic - Coupe - Green	7315					
Universal Plastic - Coach - Maroon	7316					
Universal Plastic - Coach - Blue	7317	1	1	2		
Universal Plastic - Coach - Green	7318					
Universal Plastic - Sedan - Maroon	7325					
Universal Plastic - Sedan - Blue	7326	1	1	2		
Universal Plastic - Sedan - Green	7327					
Universal Plastic - Sedan - Maroon	7334					
Universal Plastic - Sedan - Blue	7335	1	1	2		
Universal Plastic - Sedan - Green	7336					
Universal Plastic - Sedan - Maroon	7337					
Universal Plastic - Sedan - Blue	7338	1	1	2		
Universal Plastic - Sedan - Green	7339					
MIRRORS						
Door Mirror - Oblong	022-0814	2	4	6		
Door Mirror - 4" Round	0815	2	2	4		
Visor Vanity	0810	2	2	4		
SPARK PLUGS						
AC 104 10 MM	022-2533	10	10	10		
AC 451 14 MM	1265	10	20	30		
AC M8 10 MM	2536	10	20	30		
AC 47 14 MM	2539	10	10	10		
AC 46 14 MM	2524	10	10	20		
AC 45 14 MM	2523	10	10	20		
AC 44 14 MM	2522	10	20	30		

AUTO ACCESSORIES EVERY SERVICE STATION SHOULD HANDLE

Description	Order Suggested Stock				Quantity On Hand	To Order
	Stock No.	No. 1	No. 2	No. 3		
SPARK PLUGS (Cont'd)						
AC 86 18 MM	022-2532	10	10	10		
AC 84 18 MM	2530	10	10	10		
AC 785 16 MM	2528	10	10	10		
LAMPS & BULBS						
No. 63 Tail (Box of 10)	022-0154	10	10	20		
No. 55 Parking (Box of 10)	0153	10	10	20		
2330 Head (Box of 10)	0135	10	10	20		
1000 Head (Box of 10)	0157	10	10	10		
2331 Head (Box of 10)	0136	10	10	20		
51 Indicator (Box of 10)	0152	10	10	10		
1158 Stop and Tail (Box of 10)	0161	10	10	20		
1154 Stop (Box of 10)	0160	10	10	20		
87 Interior (Box of 10)	0156	10	10	10		
64 Instrument (Box of 10)	0155	10	10	10		
1133 Spot and Fog (Box of 10)	0159	10	10	10		
1223 Spot and Fog (Box of 10)	0163	10	10	10		
1209 5 Spot (Box of 10)	0162	10	10	10		
1129 Signal (Box of 10)	0158	10	10	10		
4030 5 1/2 Headlamp Unit	0145	4	6	8		
FUSES						
S F E 20 (Box of 5)	022-1407	4	6	12		
S F E 30 (Box of 5)	1408	2	3	6		
A G C 30 (Box of 5)	1412	2	3	6		
S F E 14 (Box of 5)	1406	1	2	3		
S F E 9 (Box of 5)	1405	1	1	2		
A G C 15 (Box of 5)	1411	1	1	2		
S F E 4 (Box of 5)	1403	1	1	1		
A G A 7 (Box of 5)	1409	1	1	1		
S F E 6 (Box of 5)	1404	1	1	1		
A G A 6 (Box of 5)	1410	1	1	1		
BATTERY CABLES						
G 417 9% Pop.		2	3	4		
G 451 4% Pop.		1	1	1		
G 452 7% Pop.		1	2	3		
G 452 A 8% Pop.		2	3	3		
G 453 8% Pop.		2	3	3		
G 453 A 9% Pop.		2	3	4		
G 454 10% Pop.		2	3	4		
G 455 8% Pop.		2	3	3		
G 459 12% Pop.		2	3	4		
G 465 5% Pop.		1	2	2		
G 466 2% Pop.		1	1	1		
FLASHLIGHTS, ETC.						
Chrome 3-cell Standard	023-0221			2		
Chrome 3-cell Standard	0229	2	3	3		
Chrome 3-cell Junior	0220			2		
Shockproof 3-cell	0216	2	3	3		
Delta Powerlite Lantern	0257		2	2		
Delta Buddy Lantern	0256		2	2		
Penlight (Min. 12)	0223	12	12	12		

3093

AUTO ACCESSORIES EVERY SERVICE STATION SHOULD HANDLE

Description	Stock No.	Dealer Suggested Stock			Quantity On Hand	To Order
		No. 1	No. 2	No. 3		
FLASHLIGHT BATTERIES						
Ray-O-Vox Standard	023- 0107	25	25	50		
Ray-O-Vox Junior	0108			12		
Ray-O-Vox Lantern	0109		2	4		
Ray-O-Vox Penlight	0110	12	24	24		
MUFFLERS						
Mufferson	022- 6119			1		
Mufferson	6120			2		
Mufferson	6121			1		
Mufferson	6122			1		
Mufferson	6124			1		
Mufferson	6125			1		
Mufferson	6126			1		
Mufferson	6133			1		
Mufferson	6138			2		
Mufferson	6130			1		
MUFFLER CLAMPS						
Clamp 1 1/2"	022- 6142					
Clamp 1 3/4"	6143			2		
Clamp 2"	6144			2		
Clamp U Bolt	6147			2		
Clamp U Bolt	6148			2		
TAIL PIPES						
Mufferson	022- 6152			1		
Mufferson	6157			1		
Mufferson	6160			1		
Mufferson	6162			1		
Mufferson	6163			1		
Mufferson	6164			1		
Mufferson	6166			1		
Mufferson	6167			1		
Mufferson	6188			1		
Mufferson	6204			1		
OIL FILTERS & CARTRIDGES						
Puraflo Cartridge PER 1/4	022- 3303	3	3	5		
Puraflo Cartridge PC 70 FR	3308	1	1	2		
Puraflo Cartridge P 34	3305	6	8	10		
Puraflo Cartridge P 34 S	3319	1	1	2		
Puraflo Cartridge P 51	3317	1	1	2		
Puraflo Cartridge T 37	3306	2	3	4		
Puraflo Cartridge T 1	3309	1	1	2		
Puraflo Cartridge T 2	3310	1	1	2		
Puraflo Cartridge PH 15	3304	2	3	4		
Puraflo Cartridge PH 16	3307	1	1	2		
Puraflo Cartridge P 70	3315	1	1	2		
Puraflo Filter P 409	3301	1	1	2		
WINDSHIELD WIPER ACCESSORIES						
Arm-Trip 5 1/2" to 8 1/2"	022- 2818	3	3	6		
Arm-Trip 8 1/2" to 10 1/2"	2819	3	3	6		
Arm-Trip 8 1/2" to 10 1/2" (Elec.)	2820	2	2	4		

3253

3253

CO. H. MISC. SALES Etc. 25-1-2533

2822
2823

AUTO ACCESSORIES EVERY SERVICE STATION SHOULD HANDLE

Description	Dealer Suggested Stock				Quantity On Hand	To Order
	Stock No.	No. 1	No. 2	No. 3		
WINDSHIELD WIPER ACCESSORIES (Cont'd)						
Wiper-Price 7 1/2".....	022-2802	6	6	6		
Wiper-Price 8 1/2".....	2805	12	12	12		
Wiper-Price 9".....	2808	12	12	12		
Wiper-Price 10".....	2811	12	12	12		
Wiper-Price 9" Wrist Action.....	2829	6	6	10		
Wiper-Price 11" Wrist Action.....	2831	6	6	10		
Tubing 1/2" x 7 1/2".....	2835	3	3	3		
Arco All Car Service Cabinet.....	2845			1		
FAN BELTS						
No. 18 21 1/2" Pop.....		3	3	3		
No. 60 11 1/2".....		3	3	4		
No. 58 9 1/2".....		2	2	3		
No. 63 7 1/2".....		2	2	3		
No. 96 6 1/2".....		2	2	3		
No. 67 3 1/2".....		2	2	2		
No. 254 3 1/2".....		1	1	2		
No. 92 2 1/2".....		1	1	1		
No. 19 2 1/2".....		1	1	1		
No. 76 2 1/2".....		1	1	1		
No. 17 1 1/2".....		1	1	1		
No. 115 1 1/2".....		1	1	1		
No. 416 1 1/2" (less than).....				1		
No. 106 1 1/2" (less than).....				1		
No. 64 1 1/2" (less than).....				1		
No. 101 1 1/2" (less than).....				1		
No. 99 1 1/2" (less than).....				1		
No. 97 1 1/2" (less than).....				1		
RADIATOR HOSE & CLAMPS						
3 Ft. Length 1 1/2" 32% Pop.....		1	2	3		
3 Ft. Length 1 1/2" 25%.....		1	2	3		
3 Ft. Length 1 1/2" 20%.....		1	2	3		
3 Ft. Length 2" 9%.....		1	1	1		
3 Ft. Length 1" 3%.....		1	1	1		
Molded Hoses						
Upper-Ford, Merc. '39-'41 28% Pop.....	MH14	2	2	4		
Lower-Ford, Merc. '39-'41 31%.....	MH15	2	2	4		
Upper-Ford '37-'39.....	MH 1	2	2	2		
Upper-Pontiac '39-'50.....	MH19	2	2	2		
Upper-Buick '39-'40.....	MH16	2	2	2		
Upper-Kaiser-Frazer '47-'48.....	MH53	2	2	2		
Lower-Pontiac '39-'48.....	MH20	2	2	2		
Lower-Pontiac '39-'40 2%.....						
Clamps						
1 1/2".....	SS-203	10	10	10		
1 1/2".....	SS-204	10	10	10		
1 1/2".....	SS-205	10	10	10		
2".....	SS-206	10	10	10		
GASOLINE & RADIATOR CAPS						
Underhood-Radiator.....	022-1624	6	6	6		
Underhood-Radiator.....	1625	6	6	6		
Underhood-Radiator.....	1626	6	6	6		

Continued on page 25 1-21589
11/1/14

3284

3284 130225

AUTO ACCESSORIES EVERY SERVICE STATION SHOULD HANDLE

Description	Stock No.	Dealer Suggested Stock			Quantity On Hand	To Order
		No. 1	No. 2	No. 3		
GASOLINE & RADIATOR CAPS (Cont'd)						
Adjustable—Gas	022-1640	10	10	10		
Locking Cap—Gas 1 1/4" Filler	1608	2	2	4		
Locking Cap—Gas 1 1/2" Filler	1609	2	2	4		
FRICTION TAPE						
No. 1	022-0341	6	6	6		
No. 2	0342	6	6	12		
No. 3	0343	12	12	24		
No. 4	0344	12	12	24		
CLEANERS, POLISHERS & SUPPLIES*						
Pre-Wax—Paste—Simoniz	022-2216	4	6	8		
Pre-Wax—Liquid—Simoniz	2217	4	6	8		
Wax—Paste—Simoniz	2215	6	6	12		
Polish & Cleaner—Liquid—AW	2233	6	6	10		
Polish—Liquid—Johnson Car Nu	2258	6	6	12		
Chrome Cleaner—AW	2234	2	4	6		
Tire Paint—Black	2268	3	4	6		
Tire Paint—White	2106	3	4	6		
White Side Cleaner—Simoniz	2218	3	4	6		
Spot Remover—AW	2208	3	3	6		
Glass Cleaner—AW	2220	3	3	6		
Touch-Up Enamel—AW	2101	3	6	6		
Chamois 13 x 17	4011	3	3	3		
Chamois 20 x 25	4005	3	3	4		
Polish Mitt	2226	3	3	4		
Car Washer	2203	3	3	4		
Sponge—Rubber	2028	3	3	6		
Sponge—Wool	2012	3	3	4		
Wiping Cloth	2228	6	6	10		
Polish Cloth	2225	4	6	8		
Auto Shampoo	2251	4	6	8		
Tar Remover—AW	2115	3	4	6		
Sport Top Dressing—AW	2109	3	3	4		
Top Dressing—Black	2103	3	3	4		
RADIATOR CHEMICALS						
Cleaner—Warner	022-2382	3	3	6		
Liquid Solder—Warner	2381	6	6	12		
Protector—Warner	2380	3	3	6		
Rust Inhibitor—AW	2230	3	3	6		
FLOOR MATS						
Universal—Ford '35-'36, Ply., Chrys. '37-'38,						
Dodge, De Soto	61-801		1	1		
Universal—Chev. '35-'36	61-805		1	1		
Universal—Ply., Dodge, De Soto, Chrys. '35-'36	61-803		1	1		
Ply., Dodge, De Soto, Chrys. '39	61-818	1	1	1		
Ply., Dodge, De Soto, Chrys. '40, Ply. '41	61-819	1	1	1		
Ply., De Soto '42-'47	61-821		1	1		
Dodge '41-'47	61-822		1	1		
Ford '37-'40	61-814	1	1	2		
Ford '41-'47	61-813	1	1	2		
Chev. '37-'39	61-811	1	1	2		

*Some brands of cleaners and polishes must popular in your trading area.

AUTO ACCESSORIES EVERY SERVICE STATION SHOULD HANDLE

Description	Dealer Suggested Stock					Quantity On Hand	To Order
	Stock No.	No. 1	No. 2	No. 3			
FLOORMATS (Cont'd)							
Chev. '40-'47	61-810	1	1	2			
Mat Shield	1547	2	2	3			
Protect-O-Mat Rainbow Ass't	1546	1	1	1			
PROFITABLE ITEMS - NOT INCLUDED ABOVE							
Whitewall Wheel Rings 16"	022- 2422		1	1			
Whitewall Wheel Rings 16"	2423		1	1			
Whitewall Wheel Rings 13"	2417			1			
Whitewall Wheel Rings 16"	2418			1			
Whitewall Wheel Rings 16"	2419			1			
Skyshield Visor	2846			1			
Grille Guard	1719		1	2			
South Wind Gas Heater	2920	1	1	2			
South Wind Defroster Kit	2940	1	1	2			
Tropic Aire Senior Heater	2928	1	1	2			
Tropic Aire Defroster Kit	3042	1	1	1			
Tropic Aire Defroster Kit	3048	1	1	1			
Clear Vue-Front Shield	3041	6	6	12			
Big Boy Sclawer Jack	1912	2	2	3			
Big Boy Tire Pump	3606	2	2	3			
Back-Up Light	0648	2	2	2			
Driving Light	0446	2	2	2			
Spotlight	0670	1	1	2			
Horn—Single Trumpet	1815			1			
Horn—Twin Trumpet	1816			1			
Horn—Twin Air Shell	1817			1			
License Plate Frame	0521		4	4			
License Plate Bracket	1721		4	4			
License Plate Fastener (pair)	0518		12	12			
Cigar Lighter	4824		6	6			
Cigar Lighter Element	4823		12	12			
Sun Glasses	1306		6	6			
Exhaust Extension—Jeweled	0305	2	2	3			
Exhaust Extension—Jetex	0306	2	2	3			
Curb Feelers	1713	4	6	6			
Steering Wheel Spinner	2613	3	3	4			
Steering Wheel Cover	2603	3	3	6			
Auto Compass	4601			2			
Emergency Gas Can	1649	3	6	6			
General Use Oil—AW	4303	3	6	6			
Penetrating Oil	4304	3	6	6			
Emergency Flare	1401		3	6			
Warning Flag	3903		3	6			
Pyroil A—3 oz.	4311	6	12	24			
Pyroil A—Pint	4312	3	3	6			
Pyroil B—12 oz.	4314	3	3	4			
Pyroil B—Pint	4315	3	3	4			
Wood Handle Screw Driver	023- 1437	3	6	6			
Phillip Screw Driver	1461	3	6	6			
Combination Pliers	1106	3	6	6			
4-Way Rim Wrench	1329	2	3	4			
8" Adjustable Wrench	1142		2	4			
Wire Brush	0909	2	4	4			
1 1/2 HP Outboard Motor	025- 3562			1			
3 HP Outboard Motor	3566			1			
5 HP Outboard Motor	3564			1			
12 HP Outboard Motor	3565			1			

3097

GOOD  YEAR

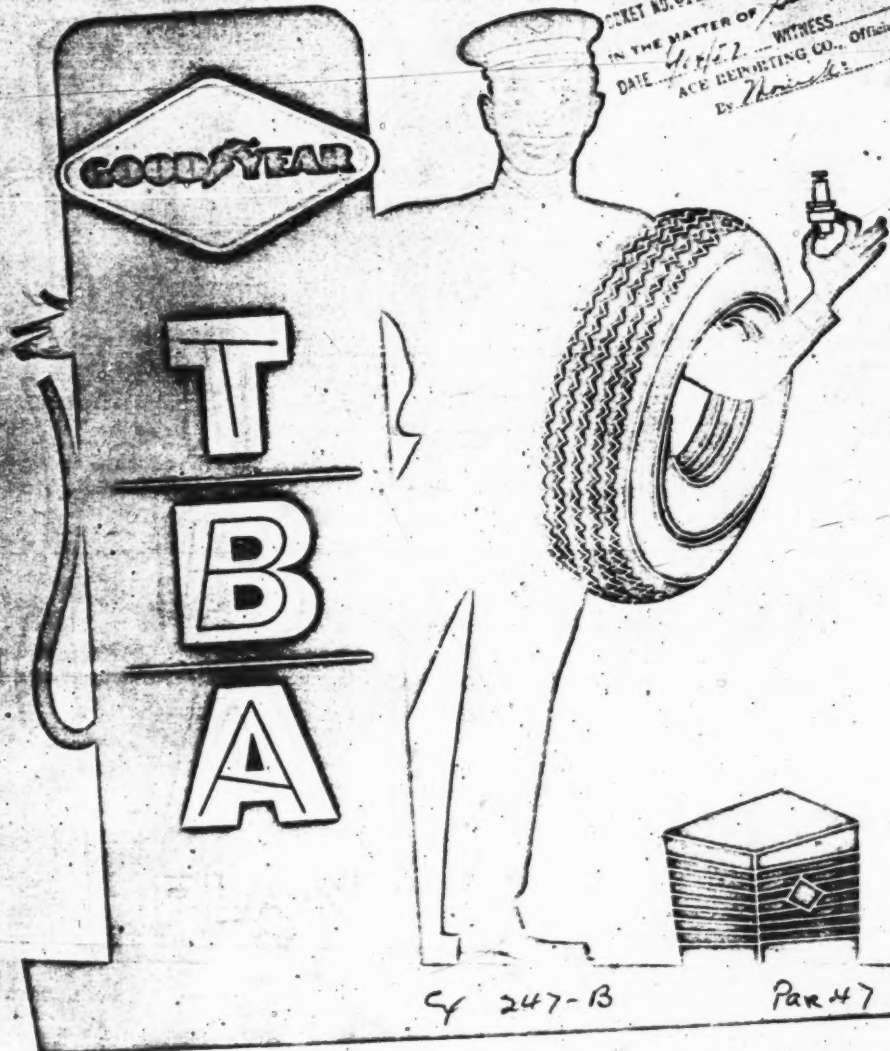
3-50
S 9903 3288

ASA

COMMISSION EXHIBIT NO. 247B. 3098

Par 47

FEDERAL TRADE COMMISSION
EXHIBIT NO. 678
EXHIBIT NO. 247B
IN THE MATTER OF
DATE 1/15/2
WITNESS
ACE REPORTING CO., Official Reporter
By [Signature]



cy 247-B

Par 47

3289 /

DO YOU OPERATE
A SERVICE STATION
OR JUST
A "GAS" STATION?

The difference is the



profit you make!

Goodyear's T B A Plan has made Service Stations out of thousands of "Gas" Stations from coast to coast. Here's why...

GOODYEAR has:

- 1 An organized T B A Plan
- 2 The world's most acceptable T B A Products
- 3 The widest distribution of T B A Merchandise
- 4 The most experience with oil company marketing

3291 /

THE GOODYEAR T B A PLAN

1 Is tailored to fit **YOUR** individual requirements.

No need to guess at what items to order. Only the best selling items are on your shelves. There's no guesswork involved.

2 Simplifies your inventory problems— provides the "right" items at the "right" time.

You do only the selling. Goodyear provides you with a STOCK GUIDE that enables you to keep salable merchandise, in the right quantities, in stock at all times.

3 Can increase your profits 30 to 50%

4 It is short, simple and easy to follow

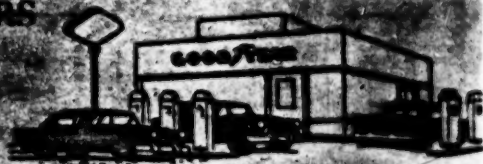
IN A NUTSHELL...

Goodyear offers Service Station Operators the world's first-choice line of tires and tubes. These are the tires that are preferred most and bought by more people than any other kind. Goodyear Batteries, both wet and dry charge, give the dependable service that makes and keeps your customers yours. Goodyear Car and Home Merchandise is the best and most acceptable of all national brands available.

With all the advantages of proven, customer accepted T B A products, Goodyear provides merchandising assistance based on many years of sound experience... plus prompt replenishment of out-of-stock merchandise.

YOUR CUSTOMERS

OF BUSINESS



WITH GOODYEAR PRODUCTS
AND
GOODYEAR MERCHANDISING
EXPERIENCE

BA offers you a great opportunity

Today, more tires, batteries, and accessories are sold by Service Stations than any other type of retailers. You can get your share, and more sales and more profits, if you —

- 1 OBSERVE your customers' needs and ASK for their business.
- 2 STOCK enough and stock the RIGHT kind of merchandise.
- 3 Keep your merchandise well DISPLAYED and COMPETITIVELY priced.
- 4 SERVICE the products you sell, properly.

310

THE Market

FOR

TBA

THIS YEAR

\$4,000,000,000

FOUR BILLION dollars

About \$24.00 for every
living man, woman, and
child in the United States,
today!

3294

SERVICE
STATION

TBA sales



TIRES
\$330,000,000



BATTERIES
\$180,000,000



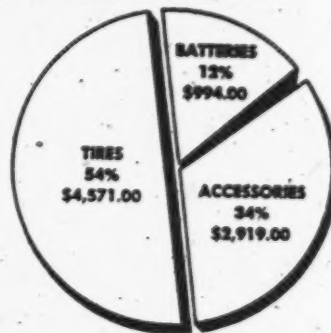
ACCESSORIES
\$530,000,000

Based on U.S. Government census of the Service Station Business,
this is what should be sold by Oil Company Outlets handling TBA.

The national average of T B A retail
sales per station handling T B A
merchandise will be—

\$8,484.00 PER STATION

The average of \$8,484.00 total T B A
retail sales per station is divided
among T B A products like this—

**AVERAGE SERVICE STATION**

(10,000 to 20,000 gallons per month)

TBA SALES PER 1000 GALLONS

Tires and Tubes	\$32.44
Batteries	7.05
Accessories	20.72
Total Sales per 1000 gal.	\$60.21

HIGH GALLONAGE SERVICE STATION

(25,000 and more gallons per month)

TBA SALES PER 1000 GALLONS

Tires and Tubes	\$27.88
Batteries	5.33
Accessories	15.66
Total Sales per 1000 gal.	\$48.87

High gallonage stations sell less TBA per 1,000 gallons but more in total dollars.

What and When

DO YOUR
CUSTOMERS
BUY?



Here are the two basic guides to help you make the most profit on a minimum investment, yet have the merchandise the customers want when they want it.

POPULARITY OF T B A MERCHANDISE

TIRES		BATTERIES		ACCESSORIES			
Passenger	% of Total		% of Total	Items	% of Total	Items	% of Total
6.70-15	42.0	Group	Wet and Dry Charge	Battery Cables	3.2	Cleaner Supplies	2.3
6.00-16	12.0	1	45.5%	Auto Lamps—Bulbs	5.3	Exhaust Extensions	0.8
7.10-15	20.0	2	11.8	Auto Pumps	0.4	Mirrors	2.3
7.00-15	14.0	25	15.3	Filters—Elements	15.2	Seat Cushions	2.3
6.00-16	2.0	27	3.2	Spark Plugs	18.3	Seat Covers	2.8
8.00-15	8.0	28	11.2	Wiper Blades & Accessories	4.5	Flashlights & Flashlight Batteries	2.4
8.00-15	2.0	29	2.0	Fan Belts	4.4	Friction Tape	0.6
6.00-15	1.5	12Y	5.2	Radiator Hose	2.2	Floor Mats	1.6
Misc.	1.5	Misc.	1.8	Radiator Caps	1.9	Thermometers	2.2
Truck	100%		100%	Radiator Chemicals	4.4	Miscellaneous	11.6
6.00-16	7.8			Polishes & Waxes	9.4		100.0%
6.00-16	18.2						
7.00-15	6.5						
7.00-16	3.2						
7.00-16	2.6						
All others	68.7						
	100%						

*Popularity of auto accessories based on national sales reported by Oil Company system.

SEASONAL BUYING HABITS

	TIRES	BATTERIES	ACCESSORIES
Jan. Feb. March	18.9%	18%	Feature anti-freeze, chains, defrosters, thermostats, heater hose, ice scrapers, license plate accessories, fog lights, etc.
April May June	28.3%	16.5%	Promote sales of cleaners, polishes and supplies, cooling system cleansers and inhibitors, dress up items, seat covers, grill guards, colored floor mats, etc.
July Aug. Sept.	31.1%	33.7%	Emphasis on travel items, sun glasses, mirrors, cigarette lighters, horns, spot remover, garment carriers, jacks, fishing tackle, picnic and outdoor items.
Oct. Nov. Dec.	21.7% 100.0%	31.8% 100.0%	Check every car's battery, spark plugs, oil filter and element, wiper arms, auto bulbs and lamps, antifreeze, fan belt, radiator hose.

3107

How much investment needed?

Conveniently located Goodyear warehouse and Supplying Dealer stocks minimize the need for large inventories in your station.

Here is an accurate formula of dollar investment required, determined by YOUR gasoline sales.

One of these two classifications will eliminate guessing how much you should invest and what quantities of T B A you should stock.



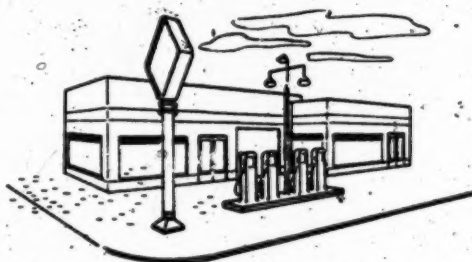
3266

For the AVERAGE Service Station

The investment for stations selling under 20,000 gallons of gas per month should be based on these AVERAGE station cost figures.

Per 1000 gallons of gas YOU sell

	Cost
Tires and Tubes	\$24.01
Batteries	4.93
Accessories	13.47
Investment per 1000 gallons	\$42.41



EXAMPLE: Station pumping 11,700 gallons per month.

Tires and Tubes — 11,700 gals. x \$24.01 =	\$280.92
Batteries — 11,700 gals. x \$ 4.93 =	57.68
Accessories — 11,700 gals. x \$13.47 =	157.60
Total Monthly Investment	\$496.20

For the HIGH GALLONAGE Station

High gallonage stations (20,000 gallons or more per month) can follow the same formula with these average cost figures.

<u>Per 1000 gallons gasoline</u>	Cost
Tires and Tubes	\$19.52
Batteries	3.57
Accessories	10.18
Total investment per 1000 gals.	\$33.27



EXAMPLE: Station pumping 31,000 gallons per month.

Tires and Tubes — 31,000 gals. x \$19.52 =	\$605.12
Batteries — 31,000 gals. x \$ 3.57 =	110.67
Accessories — 31,000 gals. x \$10.18 =	315.58
Total Monthly Investment	\$1,031.37

Experience, based on industry turnover, shows that the opening inventories for new stations starting a T B A program should be approximately twice the monthly averages shown.

3109

HOW MUCH

profit
?

3330

3110

The amount of profit you make is entirely up to YOU.

The answer is to SELL and SERVICE.

T B A Profit
 "per 1000 gallons of gasoline"
 sold, by the AVERAGE station,

	<u>COST</u>	<u>RETAIL</u>
Tires and Tubes	\$24.01	\$32.44
Batteries	4.93	7.05
Accessories	13.47	20.72
	<u>\$42.41</u>	<u>\$60.21</u>

$\$60.21 - \$42.41 = \$17.80$ Profit per 1000 gals.

12,000 gallons per month — \$213.60 PROFIT

144,000 gallons per year — \$2,563.00 PROFIT

The profit for HIGH GALLONAGE stations

	<u>COST</u>	<u>RETAIL</u>
Tires and Tubes	\$19.52	\$27.88
Batteries	3.57	5.33
Accessories	10.18	15.66
	<u>\$33.27</u>	<u>\$48.87</u>

$\$48.87 - \$33.27 = \$15.60$ Profit per 1000 gals.

31,000 gallons per month — \$483.60 PROFIT

372,000 gallons per year — \$5,803.20 PROFIT

This profit is purely from merchandise sales.

In addition, extra profit is earned from the servicing of these products — such as tire and tube repair, tire switching, battery charging and rentals, seat cover installation, wheel balancing, etc.



3301

3111

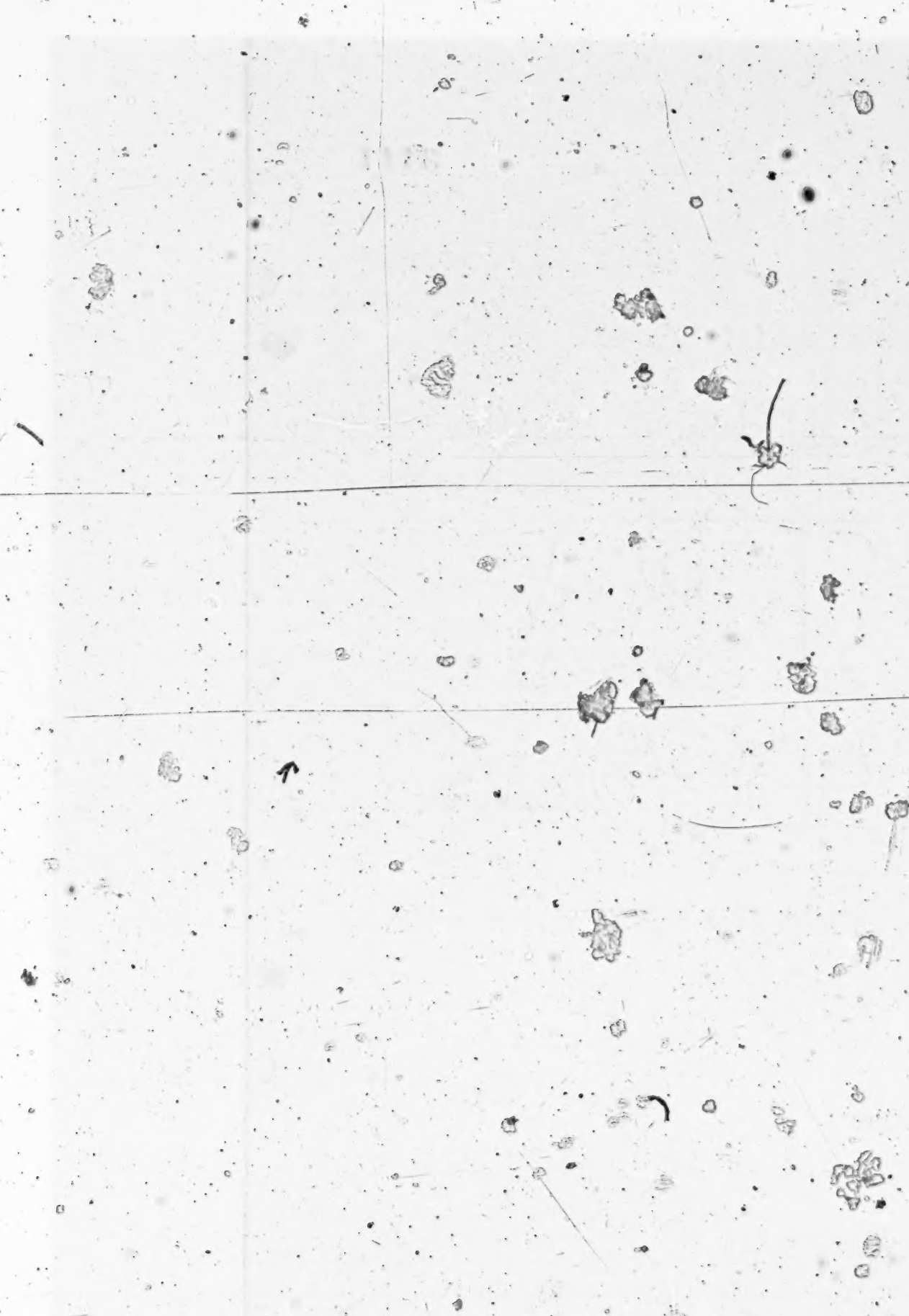
Here's the

TBA

SUCCESS

PATTERN

3302



3112

modern merchandising
modern equipment
Plus good service

CREATE
SALES.

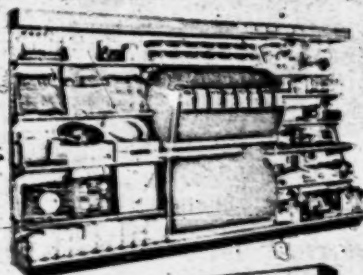
Make the most of your available display space with these sales-building, space-saving T B A fixtures.

They are compact . . . they are versatile . . . they display your merchandise front and center . . . they increase sales.

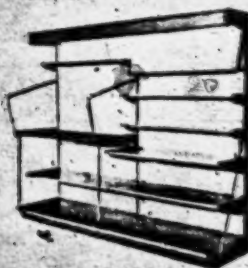
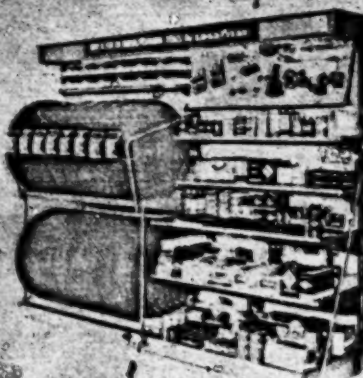
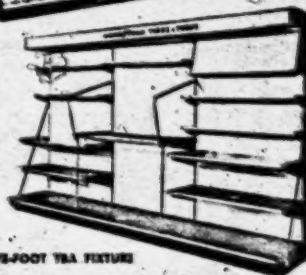
Tires are set at eye-level . . . all the other merchandise is in easy reach . . . the fixture puts the products in sight and in your customers' minds.

These fixtures can be used free-standing or attached to the wall. They are modern and attractive; of rugged steel construction; shelves and tire cradle are adjustable; they are flexible for almost any group of merchandise; the baked-on, enamel finish is easy to clean and wears through long, rugged service.

These display units are available in Eight-foot and Twelve-foot sizes. These are display and selling units expertly planned and created by Goodyear technicians to do a specific job of selling T B A products better. You can order these units through your regular Goodyear source.



TWELVE-FOOT TBA FIXTURE



EIGHT-FOOT
TBA FIXTURE

3303

3113

New Tire

MERCHANDISING

New Tire sales represent more than half of your total T B A dollar volume.

Since your tire sale prospects are the people who drive up to your gas islands, your apron and court displays and promotions of new tires are your strongest and most direct appeal.

Mass product display is time proven . . . the best examples are the uses of mass product displays in super markets and chain stores. Mass display demands attention; it stimulates buying impulses by creating the impression of an active operation . . . a good place to deal.



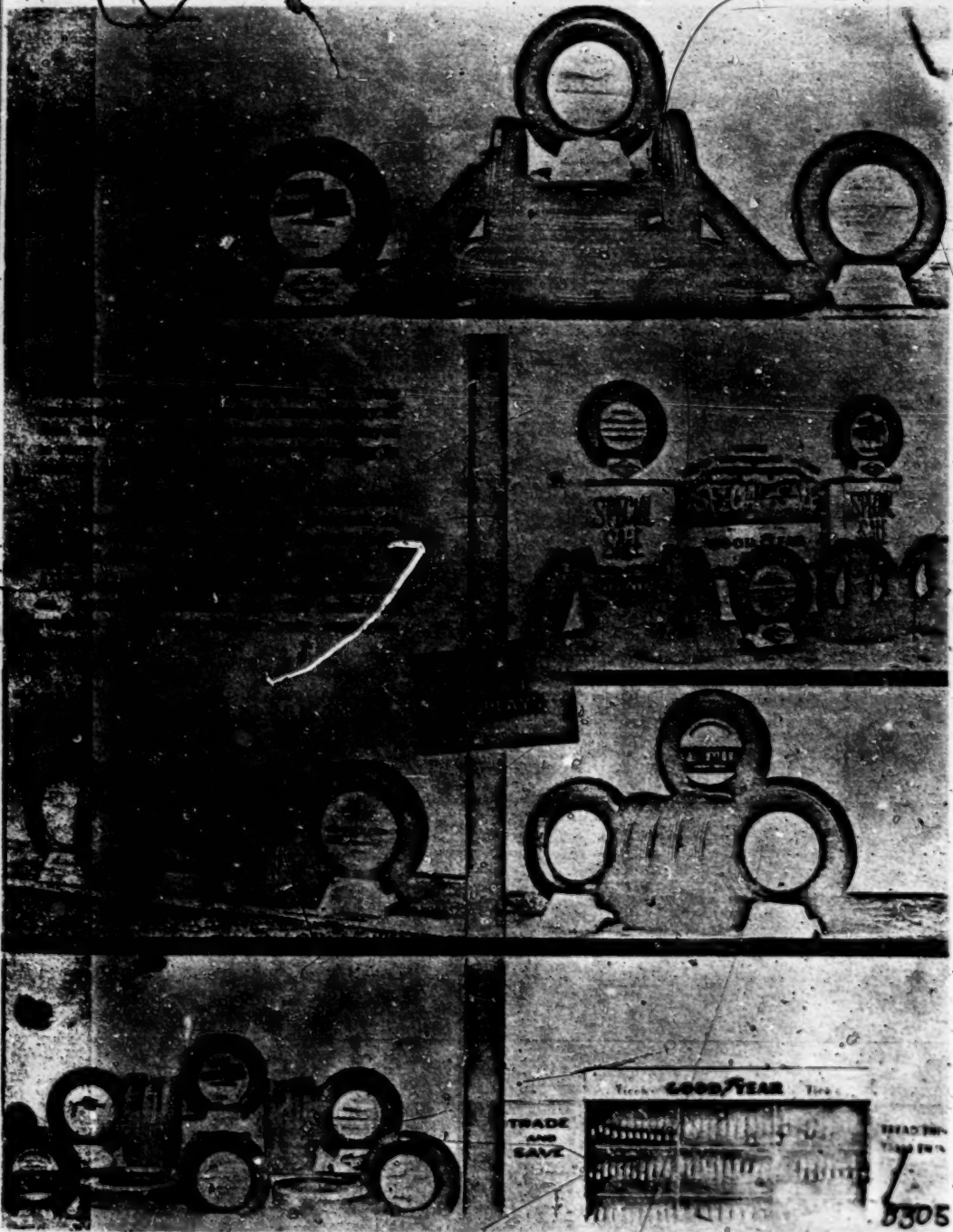
APRON
DISPLAYS



3304

140

3114

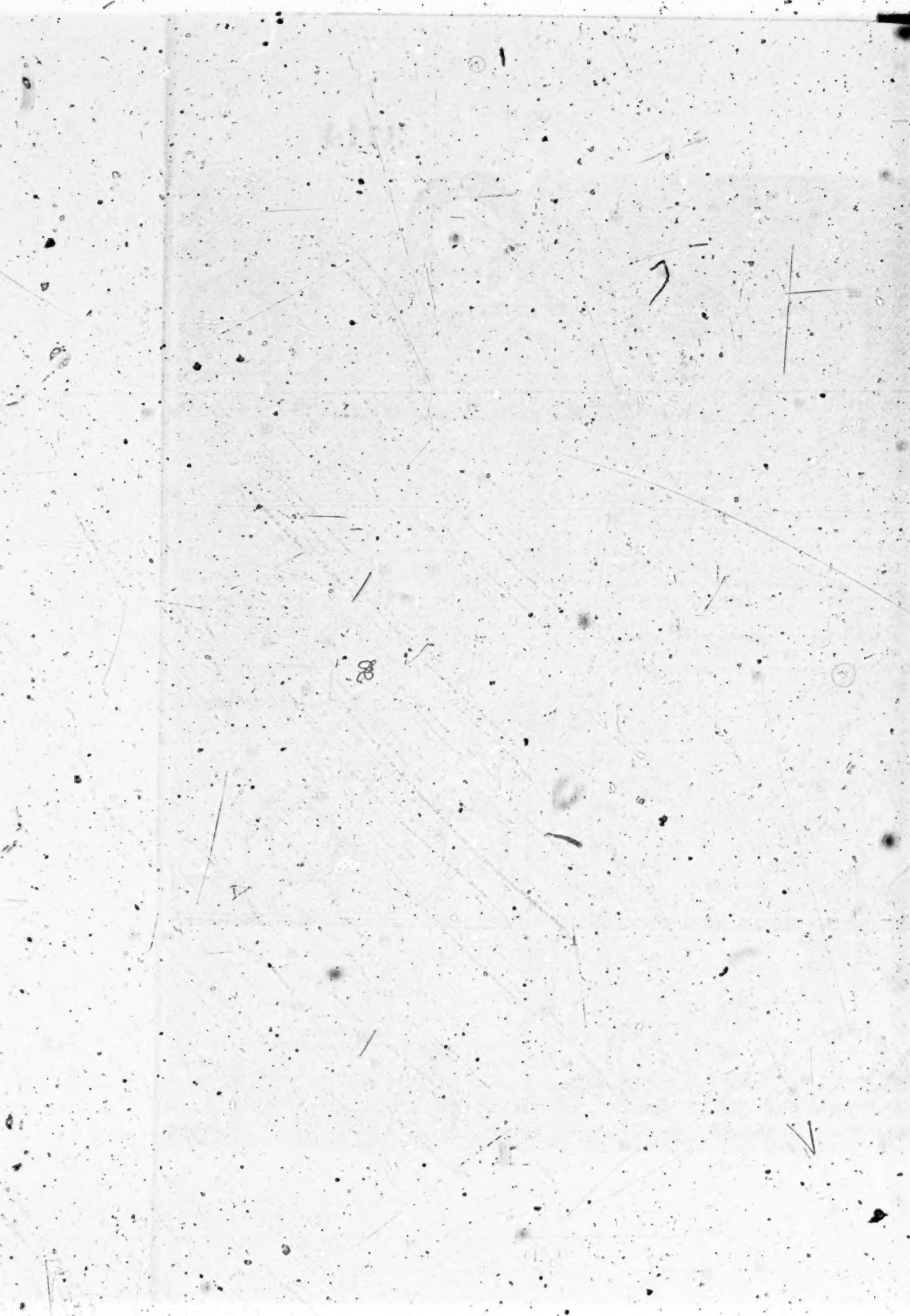


TRADE
AND
SAVE



TRADE MARK
REGISTERED

6305



USED TIRE MERCHANDISING

Almost every new tire sale involves the trade-in of a used tire. A good part of your profit is tied up in the used tire until you sell it. The used tire can be sold, in many cases at a price greater than the trade-in allowance . . . if you merchandise it right.

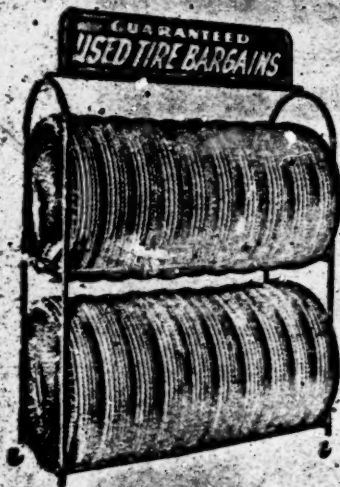
DRESS UP USED TIRES

For profitable used tire turnover, follow this tested program:

1. Buy trade-in tires at the right price.
2. Re-condition all used tires that are still serviceable. Clean and dress them. Re-groove or recap those with sound bodies that are smooth. Scrap all others.
3. Set a price on used tires that matches or beats your competition.
4. Guarantee your used tires to give satisfactory service . . . and back it up!
5. Display clean, dressed used tires on your service court. Tag each tire with the price, size, and brand clearly shown. Group tires by size and price for easy comparison.
6. **SELL . . .** sell aggressively. Identify your used tires with a large sign or banner reading "GUARANTEED USED TIRES \$1.00 and up". Spot the display prominently. Use the classified ads in your local newspaper . . . **ASK FOR THE BUSINESS.**

DRESS UP USED TIRE DISPLAYS

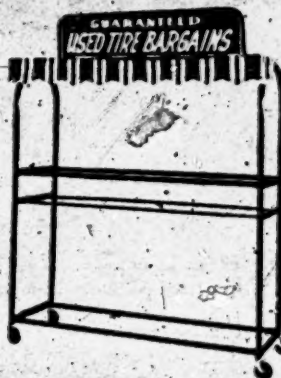
THEY WILL SELL BETTER



①



②

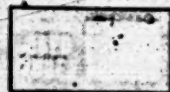


①

Only 22" wide, 37" long and 69" high with a large 12" by 48" double-faced metal sign . . . mounted on easy rolling casters . . . holds twenty tires . . . equipped with lock chains.

②

Holds 24 tires and 14 tube boxes . . . stands 72" high, 22" wide, and 36" long . . . 12" by 48" double-faced metal sign . . . mounted on easy rolling casters . . . colorful awning . . . lock chain.



TAG THE TIRES . . . PUT THE FACTS ON THE TIRES — Goodyear offers you these tags to help you do a full selling job. Order them from Goodyear or your Goodyear supply point.

3116

SERVICE IS A MAJOR REQUISITE OF MUCH TBA SELLING

Tires and tubes must be mounted . . . batteries installed or charged . . . spark plugs, oil filters, fan belts, wiper blades, auto lamps, fuses, and a long list of other accessories must be serviced.

Modern, labor-saving, time-saving equipment allows you to do these services quickly and efficiently.

With the right equipment you can —

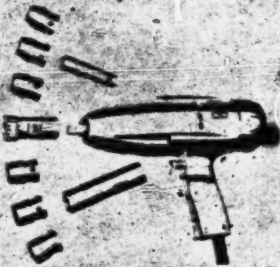
Reduce actual labor

Do a neater job

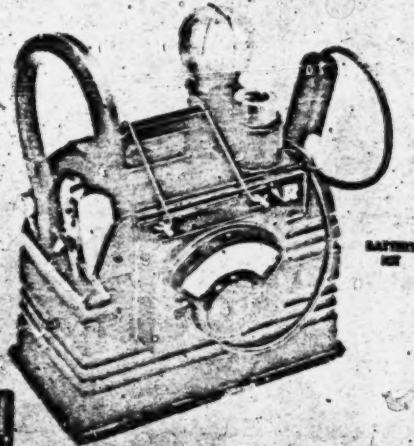
Protect the customers' property

Impress the customer favorably with fast, efficient service

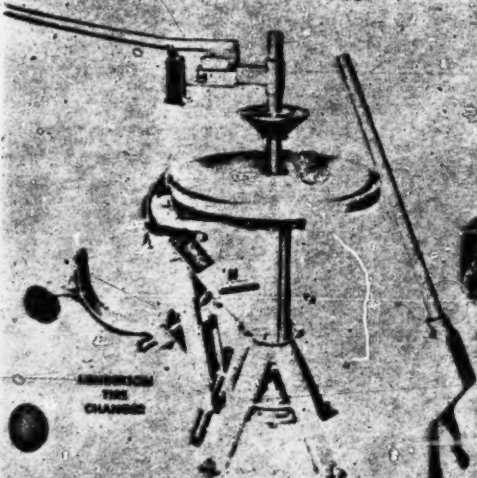
Saves time . . . lets you do more jobs . . . make more profit



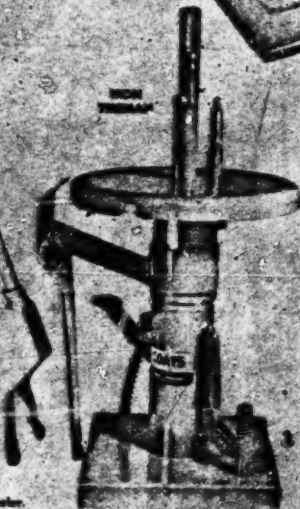
IMPACT TOOL



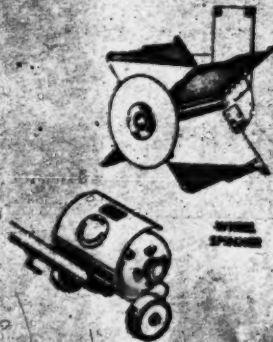
BATTERY CHARGER



TIRE CHANGING



TIRE BALANCING



SPARK PLUG TESTER

All this equipment is available from General or your supplying dealer.

3307

3117

here are the merchandising aids To help you SELL

NATIONAL ADVERTISING . . . Goodyear's national advertising program is by far the largest in the industry. Every one of your customers is barraged and pre-sold by thousands of Goodyear sales messages every day, every week, every month through magazines, newspapers, radio, and television. These are the messages that help you sell more Goodyear products.

PROFIT TIPS . . . 5 times a year these publications are issued. Profit Tips provide you with a recommended sales and merchandising program for each peak sales period. It previews new selling aids, merchandising ideas and best-selling items to be featured during these peak seasons. Profit Tips are supplied at no charge.

TBA MANUAL and GOODYEAR CAR & HOME MERCHANDISING CATALOG . . . The TBA Manual is issued once a year. It provides complete, accurate specifications and code numbers of all major TBA lines. It is a quick cross-reference between other manufacturers' part numbers and the Goodyear code number for each part. The Goodyear Catalog covers a wide selection of auto accessories and Car and Home merchandise and is available in two parts every year.

FREE TRAINING MATERIAL . . . Product folders, brochures, product data sheets describe the selling features of the Goodyear tire line. You can increase TBA sales by using these use-proven selling and service methods both in training employees and selling the customer.

In addition, Goodyear has a library of sales training films and meeting guides, available upon request.

TIRE BUYER'S GUIDE . . . This is your counter sales manual that is jam-packed with powerful, dramatic sales clinchers on Goodyear's complete line of Tires, Tubes, and Batteries. Every employee can use it to help guide a sales presentation to your customers. It makes sure the right sales points are said every time. Cost — \$3.50 complete — including the handsome, loose-leaf binder.

SMALL PACKAGE DISPLAY SERVICE . . . Your point-of-purchase "sell" — a continuous service that keeps your displays current and tied-in with Goodyear Major-Nation-Wide tire sale events. It is mailed 4 times a year . . . May, July 4th, Labor Day, and October. The complete service for the full year at less than a dollar each, delivered.

3118

...to wrap up the package deal

YOUR T B A INVENTORY

- can be selected from the following list of high turnover T B A products supplied by Goodyear.

With Goodyear as the one, single source of T B A stock, you have one ordering procedure, one billing procedure, and one reliable re-order point.

Goodyear, the world's largest tire company, backs up its years of successful marketing through Oil Company outlets with assistance and counsel that pays off in profits for you.

Check the suggested T B A stock carefully; you can choose your stock with confidence.

3119

HIGH GALLONAGE STATION

PASSENGER TIRES	DOUBLE EAGLE		NYLON CUSTOM			RAYON DELUXE			SUPER-CUSTOM			MARATHON	
	Tube-Type		Tube-Type		Rev.	Tube-Type		Rev.	Tube-Type		Rev.	Tube-Type	
	Rev.	Rev.	Rev.	Rev.		Rev.	Rev.		Rev.	Rev.		Rev.	Rev.
6.70-15	—	—	—	—	2	4	2	2	2	2	1	1	2
6.00-16	—	—	—	—	—	—	—	—	4	2	1	1	—
7.10-15	—	—	—	—	2	2	2	1	1	1	1	1	—
7.80-15	—	2	—	—	2	2	2	1	1	1	1	1	—
8.00-15	—	—	—	—	1	1	1	1	1	—	—	—	—
8.20-15	—	—	—	—	—	—	—	—	—	—	—	—	—
6.00-15	—	—	—	—	—	1	—	—	1	—	—	—	—

PASSENGER TIRES	Deluxe H. D. Black		LifeGuard Blower Shields	TRUCK TIRES		Traction Hi-Miler Tubeless	Hi-Miler Hi-Miler	Hi-Miler Commercial Tubeless	TRUCK TUBES	H. D. Black
	Rev.	Rev.								
6.00-16	6	—	—	6.00-16	6 Ply	—	2	—	6.00-16	2
6.25/6.50/	—	—	—	—	—	—	—	—	—	—
6.70-16	2	—	—	6.50-16	6 Ply	—	2	—	6.50-16	4
6.00/6.40-15	2	—	—	6.70-15	6 Ply	—	2	—	7.00-15	2
6.50/6.70-15	6	—	—	7.00-15	6 Ply	—	2	—	7.50-16	1
7.10-15	6	—	—	7.50-16	6 Ply	—	1	—	7.00-20	1
7.00/7.40-15	6	—	—	7.50-20	10 Ply	—	1	—	7.50-20	1
8.00-15	4	—	—	—	—	—	—	—	—	—
7.50/8.20-15	6	—	—	—	—	—	—	—	—	—

AVERAGE GALLONAGE STATION

PASSENGER TIRES	NYLON CUSTOM				RAYON DELUXE				SUPER-CUSTOM			
	Tube-Type		Tube-Type		Tube-Type		Tube-Type		Tube-Type		Tube-Type	
	Rev.	Rev.	Rev.	Rev.	Rev.	Rev.	Rev.	Rev.	Rev.	Rev.	Rev.	Rev.
6.70-15	—	—	—	2	2	2	1	2	1	1	1	1
6.00-16	—	—	—	—	—	—	—	—	—	—	—	—
7.10-15	—	—	—	2	2	2	1	1	—	—	1	1
7.80-15	—	—	—	2	2	2	1	1	—	—	—	—
8.00-15	—	—	—	—	—	1	—	1	—	—	—	—

PASSENGER TIRES	Deluxe H. D. Black		LifeGuard Blower Shields	TRUCK TIRES	Traction Hi-Miler Tubeless	Hi-Miler Hi-Miler	Hi-Miler Commercial Tubeless	TRUCK TUBES	H. D. Black
	Rev.	Rev.							
6.00-16	6	—	—	6.00-16	6 Ply	—	2	6.00-16	2
6.25/6.50/6.70-16	2	—	—	6.50-16	6 Ply	—	2	6.50-16	4
6.00/6.40-15	2	—	—	6.70-15	6 Ply	—	2	7.00-15	2
6.50/6.70-15	6	—	—	7.00-15	6 Ply	—	2	7.00-16	1
7.10-15	4	—	—	7.50-16	6 Ply	—	2	7.50-16	1
7.00/7.40-15	4	—	—	—	—	—	—	7.00-20	1
8.00-15	2	—	—	—	—	—	—	7.50-20	1

AVERAGE GALLONAGE STATION

BATTERIES	Double Eagle	Deluxe All Weather	All Weather	Special
Group 1	1	1	1	1
Group 2	1	1	—	—
Group 2L	—	1	—	—
Group 2F	—	—	1	—
Group 2E	—	—	1	—
Group 2N	—	1	—	—
Group 3EE	—	1	—	—
Group 24S	—	1	—	—
Group 60K	—	1	—	—

BATTERY CABLES	Insulated Cable	Ground Strap		
G-12C	2	—	—	—
G-14C	2	—	—	—
G-19C	1	—	—	—
G-23C	1	—	—	—
G-27C	1	—	—	—
G-31C	1	—	—	—
G-35C	1	—	—	—
G-7S	—	1	—	—
G-9S	—	1	—	—
G-13S	—	3	—	—
G-16S	—	1	—	—
G-23S	—	1	—	—

HIGH GALLONAGE STATION

BATTERIES	Double Eagle	Deluxe All Weather	All Weather	Special
Group 1	2	4	1	1
Group 2	1	1	1	—
Group 2L	—	1	1	1
Group 2F	—	—	1	—
Group 2E	—	—	1	1
Group 2N	—	1	—	—
Group 3EE	—	2	—	—
Group 24S	—	1	—	—
Group 60K	—	1	—	—

BATTERY CABLES	Insulated Cable	Ground Strap		
G-12C	4	—	—	—
G-14C	4	—	—	—
G-19C	2	—	—	—
G-23C	2	—	—	—
G-27C	2	—	—	—
G-31C	2	—	—	—
G-35C	2	—	—	—
G-7S	—	2	—	—
G-9S	—	2	—	—
G-13S	—	6	—	—
G-16S	—	2	—	—
G-23S	—	2	—	—

3310

WESTINGHOUSE AUTOMOTIVE LAMPS

	Part No.	Volts	Watts
Indicator #51	222-0102	10	20
Indicator, Instrument #53*	0105	10	19
Parking, Instrument #55	0102	20	20
Indicator, Marker, Instrument #57*	0108	10	10
License, Parking, Instrument #63	0104	20	30
Indicator, Marker, Instrument #67*	0125	10	20
Interior, Parking, Instrument #61	0129	10	10
Interior #82	0130	10	10
Interior, Signal #87	0106	10	10
Interior, #88	0105	10	10
Tail, Stop #1034*	0171	10	20
Turn Signal, Back Up #1073*	0168	10	10
Interior, Signal #1129	0110	10	10
Interior, Signal #1141*	0169	10	10
Stop, Tail #1154	0120	20	30
Stop, Tail #1154	0121	10	10
Dome, Stop or Courtesy #1004	0173	10	10
Spark & Bus Replacement Chart	0150	1	1

FLASHLIGHT BULBS

Flashlight 2D Cells PR 2	23-0167	10	20
Flashlight 3D Cells PR 3	0168	10	10
Flashlight 3D Cells 13	0151	10	10
Flashlight 2D Cells 14	0152	10	10
Fen Light Bulb 222	0162	10	10

SEALED BEAM LAMPS

Headlamp #5400	222-0142	16	24
Headlamp #5400*	0143	8	16
* 12 Volt Lamps Westinghouse			
Wall Chart Passenger Cars	0149	1	1

BUSS AUTO FUSES

Contains the following:

Fuse 1 box (5 Fuses) AGA 3	222-1409		
Fuse 1 box (5 Fuses) AGC 10	1414		
Fuse 4 box (20 Fuses) AGC 30	1412		
Fuse 1 box (5 Fuses) AGC 15	1411	1	1
Fuse 1 box (5 Fuses) AGC 7 1/2	1418	1	1
Fuse 1 box (5 Fuses) SFE 4	1403		
Fuse 1 box (5 Fuses) SFE 6	1404		
Fuse 3 box (15 Fuses) SFE 9	1405		
Fuse 12 box (60 Fuses) SFE 14	1406		
Fuse 10 box (50 Fuses) SFE 20	1407		
Fuse 5 box (25 Fuses) SFE 30	1408		
Buss Fuse Ass't.	1421		

FLEXIBLE RADIATOR HOSE - GOODYEAR

Assortment	543-9002	1	1
------------	----------	---	---

Consists of the following:

FH-2007	543-1001	3	
FH-2015	1005	2	
FH-2407	1011	1	
FH-2410	1012	2	
FH-2413	1012	2	
FH-2416	1014	2	
FH-2806	1021	2	
FH-2811	1023	1	
FH-2813	1024	1	
FH-2816	1025	1	
FH-2818	1026	1	
FH-2823	1027	2	

Also includes a Chart, Set of Flexible Radiator Hose Rack Nos & 20 Hose Clips.

OIL FILTERS & ELEMENTS

A - C

P-209 Element	222-3422	6	12
P-112 Element	3436	1	2
P-115 Element	3429	5	9
P-117 Element	3441	1	2
P-301 Element	3421	1	3
P-320 Element	3452	1	3
PF-210 Element	3455	4	8
PF-131 Element	3462	6	12
PF-336 Element	3463	2	4
P-316 Element	3427	4	8
P-203X Element	7339	1	3
PF-319 Element	3428	2	4
P-21 Element	3420	2	4
PF-122 Element	3431	5	9
P-127 Element	3432	3	6
C-231 Element	3425	1	2

Paralator

PER 1/2 Filter	222-3303	1	2
P-34 Element	3305	5	10
P-37 Element	3306	1	2
P-51 Element	3317	3	4
PN-15 Element	3304	1	2
P-40 Element	3318	2	3
P-48 Element	3324	3	4
P-70 Element	3315	4	6
P-70R Element	3308	1	2
P-82 Element	3316	1	2
P-124 Element	3330	3	4
P-125 Element	3321	2	3
P-76 Element	3322	2	4
I-131 Element	3332	6	12

A-C SPARK PLUGS

A-C Spark Plugs #48	222-2540	10	20
A-C Spark Plugs #48X	1297	10	20
A-C Spark Plugs #46-5	1268	30	40
A-C Spark Plugs #46-X	1296	20	30
A-C Spark Plugs #46	2524	10	20
A-C Spark Plugs #45-L	1265	20	30
A-C Spark Plugs #45	2523	30	40
A-C Spark Plugs #45-R	2502	10	20
A-C Spark Plugs #45-XLR	2503	10	10
A-C Spark Plugs #44-5	2525	30	40
A-C Spark Plugs #44	2522	10	20
A-C Spark Plugs #31-8	2536	10	20
A-C Spark Plugs #104	2533	10	10
A-C Spark Plugs #47-L	2545	10	10
A-C Spark Plugs #43-5	1262	10	10
A-C Spark Plugs #45-T	1277	10	20
A-C Spark Plugs #R-36	2506	10	10
A-C Spark Plugs #45-XL	2544	10	10
A-C Spark Plugs #43-L	1292	10	10

Commercial Types

A-C Spark Plugs #44-5 Comm.	222-1264	10	10
A-C Spark Plugs #45 Comm.	1266	10	10
A-C Spark Plugs #44 Comm.	1267	10	10
A-C Spark Plugs #43-L Comm.	1292	10	10
A-C Spark Plugs #43-5 Comm.	1294	10	10
FM-24 Spark Plug Merchandiser	1246	1	1

STANT CLOSURE CAPS

Stant Gas Caps, Radiator Caps —
Display Merchandiser and
Stock Assortment

222-1692

Av. 1 1

Consists of the following:

Stant R-1 Under Hood Radiator Cap	222-1630	2	3
Stant R-3 Under Hood Radiator Cap	1622	2	3
Stant R-4 Under Hood Radiator Cap	1623	2	3
Stant R-5 Under Hood Pressure Cap	1650	2	3
Stant R-6 Under Hood Pressure Cap	1651	2	3
Stant R-7 Under Hood Pressure Cap	1632	1	1
Stant R-8 Under Hood Pressure Cap	1653	2	2
Stant R-9 Under Hood Pressure Cap	1654	2	2
Stant R-12 Under Hood Pressure Cap	1656	1	1
Stant R-13 Under Hood Pressure Cap	1657	1	1
Stant R-14 Under Hood Pressure Cap	1658	2	2
Stant R-15 Under Hood Pressure Cap	1659	2	2
Stant G70A Locking Gas Cap	1690	2	2
Stant G-52 Locking Gas Cap	1694	1	1
Stant G-73 Locking Gas Cap	1695	2	2
Stant G20A Gas Cap	1693	5	5
Stant G25B Gas Cap	1694	2	2
Stant G-22 Gas Cap	1697	2	2
Stant G-30 Fenderwell Gas Cap	1696	3	3
Stant G-31 Fenderwell Gas Cap	1698	2	2
Stant G35B Fenderwell Gas Cap	1697	2	2
Stant G75B Locking Gas Cap	1691	1	1

Stant Oil Filler Cap Assortment
in Display Carton

222-1674

Av. 1 1

Consists of the following:

Stant SO-61 Oil Filler Cap	222-1675	3	3
Stant SO-62 Oil Filler Cap	1676	3	3
Stant SO-63 Oil Filler Cap	1677	2	2
Stant SO-64 Oil Filler Cap	1678	2	2
Stant SO-65 Oil Filler Cap	1679	4	4
Stant SO-66 Oil Filler Cap	1680	4	4
Stant SO-67 Oil Filler Cap	1681	1	1

Comparable Closure Cap Types also Available in AC.

FAN BELTS — GOODYEAR

#18 Fan Belt	520-1018	2	3
#60 Fan Belt	1060	2	3
#96 Fan Belt	1096	2	3
#450H Fan Belt	2450	2	2
#101 Fan Belt	1101	2	2
#76 Fan Belt	1076	2	2
#254 Fan Belt	1254	2	2
#32 Fan Belt	1032	2	2
#19 Fan Belt	1019	1	2
#467H Fan Belt	2467	1	2
#263 Fan Belt	1263	1	1
#402H Fan Belt	2402	1	1
#407H Fan Belt	2407	1	1
#258 Fan Belt	1258	1	1
#408H Fan Belt	2408	1	1
#404H Fan Belt	2404	1	1
#370 Fan Belt	1370	1	1
#406H Fan Belt	2406	1	1
#452H Fan Belt	2452	1	1
#460H Fan Belt	2460	1	1
#442H Fan Belt	2442	1	1
#403H Fan Belt	2403	1	1
#465H Fan Belt	2465	1	1
#3011H Fan Belt	3011	1	1
#3001H Fan Belt	3001	1	1

MIRRORS

4 1/4" Round Rear View Mirror	222-0834	2	2
Oblong Rear View Mirror	0814	2	2
Body Mount Mirror	0820	2	2
Rear View Mirror Display	0812	1	1
Body Mount Mirror	0824	2	2
Visor Vanity Mirror	0826	4	4

RADIATOR HOSE CLAMPS

Hose Clamp Assortment	222-4207	1	1
-----------------------	----------	---	---

Consists of the following:

1/4" to 1/2" Hose Clamp	222-4201	20	20
1" to 1 1/4" Hose Clamp	4202	20	20
1 1/4" to 1 1/2" Hose Clamp	4203	20	20
2" to 2 1/4" Hose Clamp	4204	20	20

HEATER HOSE

Heater Hose (50' roll)	544-3001	1	1
------------------------	----------	---	---

RADIATOR CHEMICALS

Warner Cooling System Protector	222-2390	6	12
Warner Liquid Solder	2391	6	12
Warner Radiator Dry Cleaner	2392	6	12
Warner Radiator Cleaner	2393	6	12
DuPont Cooling System Cleaner	2394	12	24
DuPont Fast Flush	2397	12	24
DuPont Anti-Rust & Pump Lubricant	2398	12	24
DuPont Acid-Rust Inhibitor	2399	12	24
DuPont Cooling System Sealer	2394	12	24
DuPont Heavy Duty Sealer	2395	6	12
Mac's Cooling System Cleaner	2396	6	12
Mac's Stop Leak	2397	6	12
Mac's No. "12" Rust Preventive	2394	6	12

*Select Brand Popular in Your Trading Area.

CLEANERS, POLISHES & SUPPLIES

Simoniz Viste	222-2271	6	12
Simoniz Bodysham	2122	6	12
Simoniz Paste Wax	2215	6	12
Simoniz Liquid Kleener	2217	6	12
Simoniz EZ-2 Chrome Cleaner	2213	6	12
Simoniz Liquid Bodygard	2223	6	12
Johnson "J" Wax	2265	6	12
Johnson Deep Gloss Carnu	2263	6	12
Johnson Car Plate Cleaner	2270	6	12
Johnson Car Plate Wax	2262	6	12
Johnson H D Cleaner	2239	4	6
Johnson Chrome Cleaner	2237	4	6
DuPont "77" Polish & Cleaner	2232	6	12
DuPont New Car Wax	2260	6	12
DuPont Dialcwo	2118	4	6
DuPont Cellulose Sponge	2014	6	12
DuPont Cellulose Sponge	2015	6	12
DuPont Car Wash	2202	4	6
Mac's Mild Blend Cleaner	2291	6	12
Mac's Special Cleaner	2296	6	12
Mac's "Resin Coat" Polish	2125	6	12
Mac's Super Gloss Car Wash	2294	6	12
Mac's Super Gloss Car Polish	2295	6	12
Goodyear Spot Remover	2208	6	6
Goodyear Tar Remover	2115	6	6

3122

CLEANERS, POLISHES & SUPPLIES (Cont.)

Goodyear Chrome Cleaner	222-2234	6	6
Goodyear Car Wash 6 oz.	2233	6	12
Goodyear White Side Wall Cleaner	2137	6	6
Emplecloth	2228	12	24
Las Stik Polish Cloth	2148	6	12
Las Stik Polish Mitt	2227	6	12
Chamois 13" x 17"	4011	3	3
Chamois 20" x 26"	4006	3	3
Chamois 27" x 29"	4013	2	4

Select the brands most popular in your trading area.

EXHAUST EXTENSIONS

Jeweled Super Exhaust Deflector	222-0305	2	4
Tubular Exhaust Extension	0309	4	4
Turbo Jet Exhaust Deflector	0312	2	4
Downdraft		2	4
Tubular Exhaust Extension	0313	2	4
Catrice Extension	0814	2	4

SEAT CUSHIONS

Fibre Cushion	222-3503	2	4
Deluxe Wedge Cushion	3504	2	4
Shredded Foam Cushion	3510	2	4
Air Cool Seat Cushion	3509	3	6
Large Air Cooled Seat Cushion	3512	2	3
Air Cooled Cushion Display Rack	3513	1	1

ANCO WINDSHIELD WIPER ACCESSORIES

Windshield Wiper Blades			
Anco Super Service			
Clear Flex Blades — 9"	222-2882		
Anco Super Service			
Clear Flex Blades 10"	2883		
Anco Super Service			
Clear Flex Blades 11"	2884		
Anco Super Service			
Clear Flex Blades 12"	2885		
Anco Super Service			
Rainmaster Blades 8 1/4"	2887		
Anco Super Service			
Rainmaster Blades 9"	2888		
Anco Super Service			
Rainmaster Blades 10"	2889		
Anco Super Service			
Rainmaster Blades 11"	2890		
Anco Super Service			
Rainmaster Blades 12"	2891		
Anco Turtleback Blade — 12"	2895		
Anco Turtleback Blade Refills — 12"	2896		
Anco Clear Flex Blade Refills — 9"	2867		
Anco Clear Flex Blade Refills — 10"	2868		
Anco Clear Flex Blade Refills — 11"	2869		
Anco Clear Flex Blade Refills — 12"	2870		
Anco Washer Fluid (Ctn 12)	2875	1	1
Anco 1/4" Wiper Hose — 90"	2897	1	1
Anco 1/4" Wiper Hose — 80"	2898	1	1
Anco Servisella Portable Service Cabinet	2850	1	1
Wiper Arms			
Super-Service 6" — 10"	2903	4	6
Super-Service 10" — 14"	2904	6	8
Anco "Service Seller" Stand	2850	2	1
Without Stock	2939	1	1
Anco Big-Shot Windshield Washer		1	2

DOLE THERMOSTATS

Dole Sale Maker Assortment	222-31117	1	1
Consists of the following:			
DVI	222-3101	Quantity 1	
DVII	3102	Quantity 3	
DVII	3103	Quantity 2	
DVII	3104	Quantity 2	
DV 1	3105	Quantity 1	
DV 2	3106	Quantity 1	
DV 3	3107	Quantity 1	
DV 3H	3108	Quantity 1	
DV 20	3129	Quantity 7	
DV 20H	3130	Quantity 3	

FLASHLIGHT BATTERIES

Size D Standard (Box 48)	23-0107	48	48
Size C Junior	0108	12	12
AA Penlite	0110	24	24

FRICTION & PLASTIC TAPE

#1 Friction Tape (Display — 32 rolls)	222-0341	1	1
#2 Friction Tape (Display — 16 rolls)	0342	1	1
#4 Friction Tape (Rolls only)	0343	6	12
#8 Friction Tape (Rolls only)	0344	2	4
Goodyear Plastic Tape, 1/2" x 10' (Display — 18)	7345	1	1

FLOOR MATS

Protecto Mat 18" x 16" Blue	222-1532	2	3
Protector Mat 18" x 16" Green	1533	2	2
Protector Mat 18" x 16" Coral	1534	2	2
Protecto Mat 18" x 16" Black	1535	2	4
Twin Mats — Ebony Black	1536	1 pr.	2 pr.
Twin Mats — Sky Blue	1537	1 pr.	3 pr.
Twin Mats — Emerald Green	1538	1 pr.	3 pr.
Twin Mats — Coral	1539	1 pr.	2 pr.
Twin Mats — Blue Gray	1540	1 pr.	2 pr.
Twin Mats — Desert Tan	1541	1 pr.	2 pr.
Twin Mats — White	1542	1 pr.	2 pr.

BRAKE FLUID

Goodyear Moderate Duty Brake Fluid — 12 oz.	222-2220	12	24
Goodyear Moderate Duty Brake Fluid — Gal.	2237	1	1
Goodyear Heavy Duty Brake Fluid — 12 oz.	2131	12	24
Goodyear Heavy Duty Brake Fluid — Gal.	2134	1	1
Goodyear Heavy Duty Brake Fluid — 5 Gal.	2238		

FLASHLIGHTS

Flashlight & Battery Display Deal	23-0217	1	1
Consists of the following:			
2 LP Flashlight Batteries Size O	23-0107	48	
Jet Beam 2 Cell Junior Flashlights	0210	3	
Jet Beam 2 Cell Flashlights	0211	6	
Jet Beam 3 Cell Flashlights	0212	3	
Jet Beam Penlight (Display Card of 12)	0209	1	1
Flashlight Holders	0553	3	3

MISCELLANEOUS AUTOMOTIVE CHEMICALS

DuPont Multi Service Cleaner	222-2210	1	1
DuPont Gas Guard	4324	3	6
DuPont Clear Windshield Sealer	2110	3	6
Ruglyde Rubber Lubricant	4331	1	1
Las Stik Leather Cleaner	2140	3	6
Lock Ease Lock Fluid	4302	3	6
Door Ease Stik Lubricant (Box of 6)	4301	1	1
Flex-O-Fix (Ctn-12)	4306	1	1
Quickie Hand Cleaner	2261	2	6
Goodyear General Use Oil	4308	6	6

3313

3123

GOOD SERVICE
combined with the
Goodyear TBA Plan
gives you the key
to full

PROFITS

and now



3314

145

3124

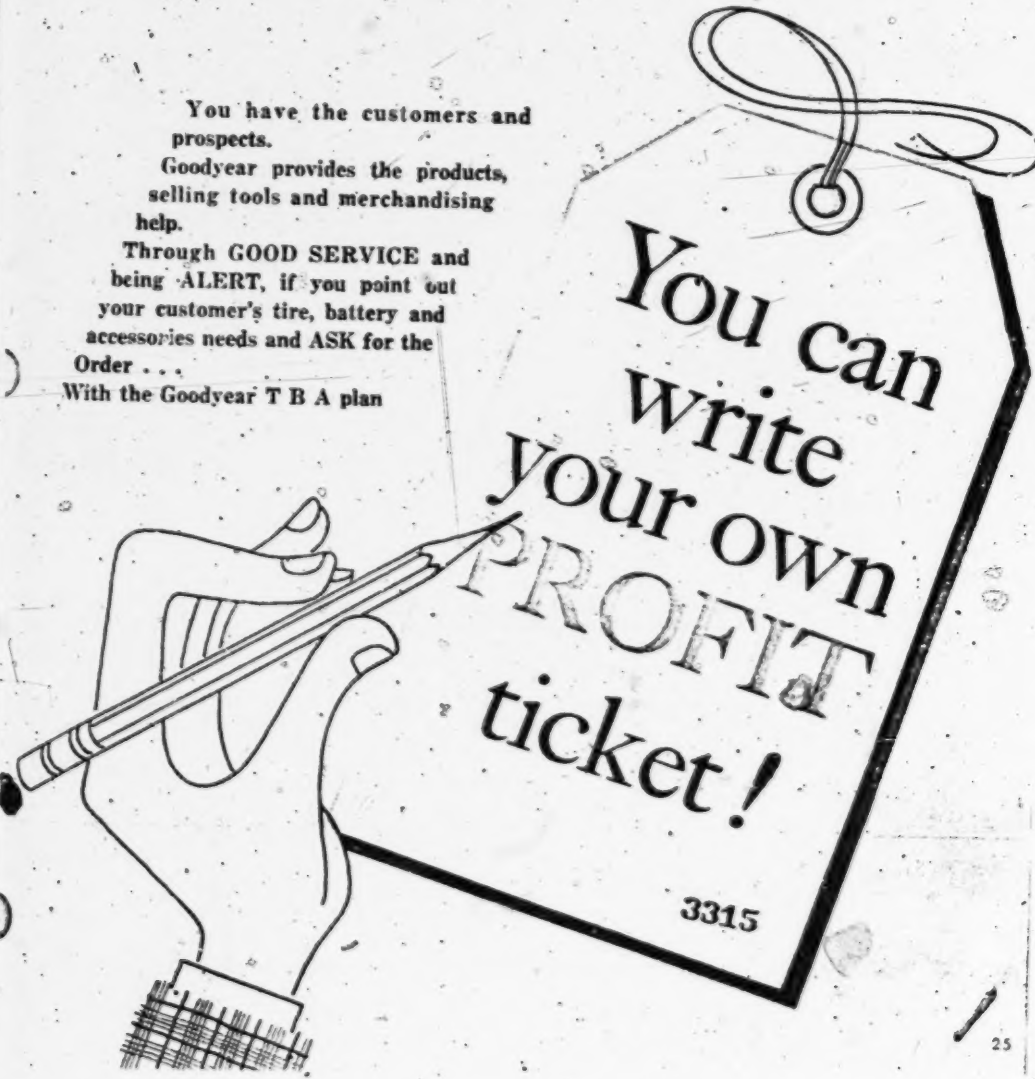
T O S U M U P . . .

You have the customers and prospects.

Goodyear provides the products, selling tools and merchandising help.

Through GOOD SERVICE and being ALERT, if you point out your customer's tire, battery and accessories needs and ASK for the Order . . .

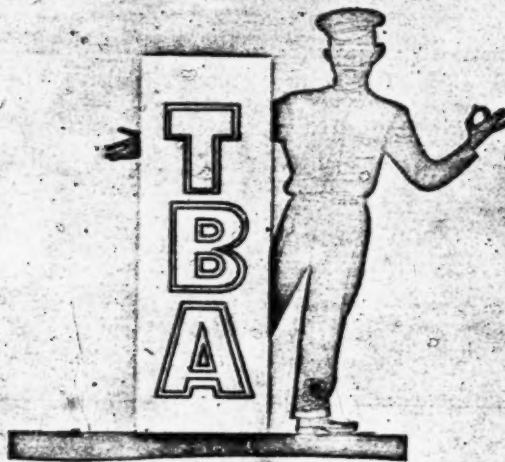
With the Goodyear T B A plan

A hand holding a pencil points to a large, tilted tag. The tag has a string tied around its top. The text on the tag reads: "You can write your own PROFIT ticket!". The number "3315" is printed at the bottom right of the tag. The hand is wearing a wristwatch with a plaid strap.

You can
write
your own
PROFIT
ticket!

3315

3125



THE GOODYEAR TIRE & RUBBER COMPANY, INC.
AKRON 16, OHIO

3316